

Master Services Provider Agreement
State of Nevada Department of Health and Human Services
Aging and Disability Services Division
Autism Treatment Assistance Program / Early Intervention Services Program
&

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Provider Name	
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Business Name	
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Business Address	
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Telephone Number	Fax Number
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Tax Identification Number	Vendor Number

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, Autism Treatment Assistance Program (ATAP), and/or Nevada Early Intervention Services (NEIS) Program, (hereinafter called "State" or "Division" or "Program") and the undersigned Provider, or Provider group, and its members (hereinafter called "Provider") is dated as set forth below and is made pursuant to Nevada Revised Statutes, Chapter 427A there under and PL 108-446 (IDEA, 2004), respectively, to provide appropriate and timely services authorized for reimbursement by the particular Program (hereinafter called "Services") to eligible Division Recipients (hereinafter called "Recipients"). State of Nevada, Aging and Disability Services Division, ATAP and EIS, are authorized to contract for and Provider is ready, willing and able to provide such services. Therefore, in consideration of the mutual promises and other valuable consideration exchanged by the parties hereto:

I. Provider Agrees:

1. To adhere to standards of practice, professional standards and levels of Service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the Division relating to the Provider's performance under this Agreement.
2. To operate and provide Services to qualified Recipients without regard to age, sex, race, color, religion, national origin, sexual orientation, disability or type of illness or condition. To provide Services in accordance with the terms of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794).
3. To operate and provide Services to qualified Recipients in compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
4. To provide Services and seek claims reimbursement in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 contained in 45 CFR 160 and 164 and the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and regulations adopted hereunder contained in 28 CFR. §§ 36.101 through 36.999, inclusive.
5. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render service under this Agreement. Where applicable, the provider shall comply with all laws regarding safety, unemployment insurance and workers compensation. Copies of applicable licensure/certification must be submitted at the time of each license/certification renewal.
6. Provider shall be knowledgeable of and abide by all applicable federal and state laws, rules, regulations and policies related to Autism Spectrum Disorder and/or early intervention services including but not limited to 34 CFR Part 303 of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), 34 CFR Part 99 (Family Education Rights and Privacy Act (FERPA), and Nevada IDEA Part C Office-Early Intervention Services Policies.

ADSD – ATAP/NEIS Provider Agreement – BOE Approved Date: 01/13/2015

7. To adhere to standards of practice, professional standards and levels of Service and to comply with all applicable local, state and federal laws, statutes, rules and regulations as well as any applicable administrative policies and procedures set forth by the Division relating to the Provider's provision of Services and submitting reimbursement claims pursuant to the Program and this Agreement, and any changes thereto during the term of this Agreement.
 - a. All relevant Program statutes, regulations, administrative policies and procedures, Scope(s) of Work, and rates for services are hereby incorporated into this Agreement as ATTACHMENT AA, "Scope of Work".
 - b. Any changes to the requirements outlined in ATTACHMENT AA during the term of this Agreement shall automatically be incorporated into this Agreement.
8. To provide for insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement. To the fullest extent permitted by law, provider shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expense, including, without limitation, reasonable attorneys' fees and cost, arising out of any alleged negligent or willful acts or omissions of Provider, its officers, employees and agents.
 - a. Any waiver to any particular Insurance Requirement must be requested and justified in writing by the Provider, and approved by the Division.
 - b. All relevant Insurance coverage requirements, waivers of requirements, insurance schedules, Program statutes, regulations, administrative policies and procedures are hereby incorporated into this Agreement as ATTACHMENT BB.
 - c. Any changes to the requirements outlined in ATTACHMENT BB during the term of this Agreement shall automatically be incorporated into this Agreement.
9. All prospective providers must read and adhere to the Billing and Provider Services Manual for the specific Program applied for.
 - a. All relevant Program statutes, regulations, administrative policies and procedures, reimbursement and billing guidelines constitute the "Billing and Provider Services Manual" and are hereby incorporated into this Agreement as ATTACHMENT CC.
 - b. Any changes to the requirements outlined in ATTACHMENT CC during the term of this Agreement shall automatically be incorporated into this Agreement.
10. No Services may be provided to a Recipient, nor reimbursement claimed, prior to Provider's (and any of the Provider's applicable subcontractors) separate execution and delivery of the Division's Business Associate Agreement or otherwise receipt of the Division's concurrence in writing that Provider's (or applicable subcontractor's) Services fall within an exception from the HIPAA business associate requirements recognized by the federal Office of Civil Rights (HIPAA Privacy). Provider will have a duty to disclose to the Division any of its subcontractors that are providing business associate functions or activities (having access to Protected Health Information) including without limitation: claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, legal services, accounting services, consulting services, data aggregation, and office management.
 - a. The Division's Business Associate Agreement shall be incorporated into this Agreement as ATTACHMENT DD.
 - b. Any changes to the requirements outlined in ATTACHMENT DD during the term of this Agreement shall automatically be incorporated into this Agreement.
11. The "Provider Enrollment Application" submitted and signed by the Provider shall be incorporated into this Agreement as ATTACHMENT EE.
12. To exhaust all Administrative remedies prior to initiating any litigation against the Division.
13. That the Provider's books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Provider or its subcontractors, financial statements and supporting documentation, and documentation related to the Services and reimbursement claims under this Agreement shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Division or its designee. All subcontracts shall reflect requirements of this paragraph.

14. That the Division reserves the right to use appropriate enforcement actions to correct substantial non-compliance related to ATAP, NEIS, and/or IDEA Part C Office provider certification, or auditing. ATAP, NEIS, and/or IDEA Part C Office will notify the State Aging and Disability Services Division of impending enforcement actions. Enforcement actions agreed upon by the ATAP, NEIS, and/or IDEA Part C Office and State Aging and Disability Services Division may include: a) denying payment for services for which noncompliance is documented; b) delaying reimbursement until correction(s) is made of substantial noncompliance; c) halting all new referrals until the deficiency is corrected; d) delaying payment if all required data or corrective action reports are not submitted by timeline required; e) amending the provider agreement to revise the ending date; f) requiring mandatory training or technical assistance from either ATAP, NEIS, and/or IDEA Part C Office staff related to noncompliance or g) terminating or non-renewal of the service provider agreement.
15. The Provider will have the opportunity to meet with ATAP, NEIS, and/or IDEA Part C Office and State Aging and Disability Services Division to review the available data, explain what will be necessary to achieve compliance and determine what evidence must be provided to review the enforcement actions.
16. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division, ATAP, NEIS, and/or IDEA Part C Office.
17. That by signing this Agreement, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
18. That the Provider is associated with the State only for the purposes and to the extent specified in this Agreement, and in respect to performance of the agreed services pursuant to this Agreement, Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Provider or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Provider shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.
19. All notices must be in writing and shall be deemed received when delivered in person; by email; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Division and/or Fiscal Agent within five (5) working days of any of the following:
 - a. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest or felony conviction or any criminal charge.
 - b. Change in corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Division Funds.
 - c. When there is a change in ownership, the terms and agreements of the original Agreement is assumed by the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Division, and such amounts may be withheld from the payment of claims submitted when determined. Change in ownership requires full disclosure of the terms of the sale agreement.
20. Ensure provider's staff is respectful and professional while providing services with families.

II. Division Agrees:

1. To check the List of Excluded Individuals/Entities on the Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors.
2. To make available all templates of program forms, preferably electronically, relevant training notices, policy documents and other necessary information that may be required for use by the service provider.

III. Both Parties Agree:

1. That this Agreement may be terminated as follows:
 - a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written 30-day notice by mutual consent of both parties or unilaterally by either party without cause.
 - b. State Termination for No appropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement upon 30-day notice, and Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Division's funding from State and/or Federal sources is not appropriated or is withdrawn, limited, or impaired.
 - c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon 30-day written notice of default or breach to the other party.
 - d. Winding Up Affairs upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those, which are undisputed and otherwise not subject to set off under this Agreement or the Program;
 - ii. Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
2. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of outstanding unreimbursed claims submitted pursuant to the Program.
3. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
4. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
5. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

6. **Contract Closeout:** When a provider agreement expires and there is not intent to renew or extend the agreement or the agreement is terminated, contract close-out procedures must be completed to ensure that the terms of the agreement have been accomplished. Aging and Disability Services Division will appoint a fiscal and a program staff employee to serve as the official close-out team. The primary responsibility of the close-out team will be to coordinate with the community provider to develop a plan for reaching a settlement with payment deadlines. The close-out team will review all documents and begin discussions to resolve any outstanding claims and/or issues with the provider. The community provider will assist in the orderly cessation of operations as specified by a termination letter or electronic correspondence which will be developed and signed by both parties, giving consideration to these and any additional issues:
 - A listing of the provider's obligations;
 - A schedule for resolving any provider performance issues;
 - A schedule for the provider to submit outstanding invoices and payments, inventory schedules and other necessary accounting/fiscal documents;
 - Arrangements to return any state-owned equipment, resources or assistive technology devices to Aging and Disability Services Division;
 - Arrangements to cancel any supplies, equipment, and/or services ordered but not delivered;
 - The provider will cancel any subcontracts and settle any outstanding billing claims; and
 - Notification to the provider that all debts are past due after 60 days of the payment date and any past due debts will be assigned to the State Controller for collection.
7. **Transfer of Children's Caseloads and Records:** If the Aging and Disability Services Division does not renew or terminates a provider agreement, the provider will assist in the orderly transfer of children served under this agreement. The provider must complete documentation and any necessary follow-up on all currently enrolled children and will develop a plan to transfer all children receiving services to another provider, as directed by the Program. Arrangements for transferring children caseloads and records to the new community provider or Nevada Early Intervention Services. Failure to fulfil this requirement may result in the final payment being decreased by Aging and Disability Services Division. Aging and Disability Services Division will notify the IDEA Part C Office that all referrals will be discontinued to the community provider.
8. **Contract Closure:** By the due date established by the Aging and Disability Services Division's close-out term, the community provider is required to submit final financial reports. To close out the contract, Aging and Disability Services Division must be certain that all terms of the termination agreement have been accomplished before any final payment to the provider is approved. Pursuant to chapter 353C of Nevada Administrative Code, Aging and Disability Services Division will send a certified letter to the provider with notification that any unpaid debt will be turned over to the State Controller for collection with 60 days after the debt becomes past due, unless the provider requests an administrative hearing to contest the existence or amount of the debt.
9. Aging and Disability Services Division may refuse to transact business with a provider who owes a debt to the State of Nevada or any of its agencies. Aging and Disability Services Division will provide written notification to the community provider when the provider agreement is closed.

IV. Reimbursement:

1. The Program will provide reimbursement payment for authorized and timely claimed Services provided to qualified Recipients by the enrolled Provider, for any such Services actually and properly rendered by the Provider in accordance with Program statutes, regulations, administrative policies and procedures. The Program's reimbursement rates may vary over the term of this Agreement and must conform to the established reimbursement rates in force with respect to the Program's receipt of each Provider claim.
2. The Provider is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service.
3. Provider shall immediately repay the Program in full for any claims where the Provider received payment from another party or the Recipient after being paid by the Program. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future Program payments at the discretion of the Program.
4. Provider agrees to be responsible for federal or state sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payments received. Any false

claims, statements or documents concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

5. Provider shall submit billing invoices no later than the 10th day of the following month. Invoices should be routed to the regional office for verification, who in turn will forward to Aging and Disability Services Division for payment approval.
6. Provider shall bill/invoice the Program according to the most currently established Rates List, and include a signed dated invoice with required supporting documentation, reflecting actual services provided and delivered to eligible recipients and their families as set forth in the "Service Plan". These rates current as of the signing of this agreement, are located in the "Scope of Work" (ATTACHMENT AA), and are subject to change according to the policies of the Division.
7. Provider shall use the billing forms and process that the state program provides for proper reimbursement as specified in the "Billing and Provider Services Manual" (ATTACHMENT CC). Provider shall ensure that the invoices submitted for reimbursement are accurate and timely. Incomplete bills and backup documentation will be returned by the Program to the Provider for correction which will delay reimbursement.
8. Provider shall provide data and other pertinent information as requested to ATAP, NEIS, and/or IDEA Part C Office and Aging and Disability Services Division.
9. Provider shall promptly refund the Aging and Disability Services Division for any duplicate or erroneous payments received.
10. Provider shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Provider, or negligent act of the Provider, arising from the performance of the services contained in this Agreement. Provider shall assume responsibility and liability for any remedies ordered by ATAP, NEIS, and/or IDEA Part C Office and associated expenses incurred from a complaint investigation, mediation, and/or due process hearing.
11. Provider shall ensure effective implementation of procedural safeguards for each eligible child and family, pursuant to federal ATAP, NEIS, and/or IDEA Part C Office regulations including FERPA and HIPAA.

V. Term of Agreement

This Agreement shall commence on the ____ day of _____, 20____. This Agreement will automatically renew for successive one-year terms unless terminated upon notice by either party.

The Division may terminate this agreement immediately when the Division receives notification that the Provider no longer meets any applicable professional credential/licensing/insurance requirements required as part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road D-132
Carson City, NV 89706
Phone: 775-687-4210
Fax: 775-687-4264

Provider Name

Business Name

Authorized Signature

Print Name

Print Title

Date

Authorized Signature

Print Name

Print Title

Date

Attachment AA

State of Nevada

Aging and Disability Services Division / Autism Treatment Assistance Program

Scope of Work

This document is attached hereto and incorporated into the Provider Agreement, which is active and in force at the time of the execution of this Agreement for:

Provider Name (Organization/Service Provider)

The Provider named above is a Service Provider of the following Provider Type (check one):

- ☐ Applied Behavior Analysis – Reference Pages 2 to 3
- ☐ Standardized Baseline Assessments – Reference Pages 4 to 5
- ☐ Therapeutic Services – Reference Pages 6 to 7

Provider Type Specific Scope of Work

The following content is broken into sections that are applicable **ONLY** to each specific Provider Type. Please refer to the section/pages applicable to the Provider Type of the named Service Provider.

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Applied Behavior Analysis

Definition of Applied Behavior Analysis (ABA)

Applied Behavior Analysis is an evidenced-based set of principles that form the basis for many behavioral treatments. Evidence-based treatments have been proven through research to be effective and improve the treatment of Autism Spectrum Disorder (ASD).

Applied Behavior Analysis therapy uses many techniques to increase language and communication skills; improve attention, focus, social skills, memory and academics. All of the techniques focus on antecedents, behavior and consequences. Discrete trial learning, incidental teaching (or natural environment training), the Early Start Denver Model (ESDM), verbal behavior, pivotal response training and natural language paradigm are all ABA-based therapies. All of the therapies are structured, collect data for targeted skills or behaviors and provide positive strategies for changing responses and behaviors.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division.
2. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the Plan of Services process through accurate and timely implementation of the services as mutually determined and agreed to by the ATAP care managers and consented to in writing by the child's parent/legal guardian.
3. Ensure that services are family-centered, culturally competent and are provided in a home and/or clinic setting. Family members have an integral and equal role in service planning, supporting the child's participation in ATAP services and meeting the outcomes identified in the Plan of Services.
4. Provide a detailed proposal of the treatment plan for the purposes of planning and development of the Plan of Services for children covered under this Agreement in a timely and comprehensive manner according to the policies outlined in the Provider Billing Manual.
5. Provide a progress report documenting the child's progress towards plan goals at the frequency outlined in the Provider Billing Manual.
6. Meet monthly supervision hourly requirements based on the plan type, provide monthly education and training when utilizing interventionists to ensure competency.
7. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
8. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, treatment proposals, etc. must be made available upon request.
9. Provide Criminal background checks (required) for personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the

first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the provider or employee, not the State of Nevada, Aging and Disability Services Division.

10. Provide a full employment listing of all staff that provides ATAP services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
11. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds. This is permissible with approval; but not required.
12. Make available for inspection all ATAP child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. All invoices must be completed monthly and cover a one calendar-month period. Invoices must include back-up documentation as outline in the Provider Billing Manual and must be submitted to the Aging and Disability Services Division administrative offices by the 10th day of the following month.
2. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections; b) major service program deficiencies have been identified by the State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.

Standardized Baseline Assessments

Definition of Standardized Baseline Assessments

Standardized baseline assessments are completed on all children prior to treatment and upon closing. Assessments are to be completed by a licensed psychologist, a Board Certified Behavior Analyst or a certified speech-language pathologist and include a Vineland, cognitive and language assessment. Per NRS 427A.875, the assessments determine a baseline to measure the progress of and prepare a plan for treatment for children receiving ATAP. Results of the assessments are shared with the family and service provider to identify specific behaviors to be addressed and the expected outcomes.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division.
2. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the Plan of Services process through accurate and timely implementation of the services as mutually determined and agreed to by the ATAP care managers and consented to in writing by the child's parent/legal guardian.
3. Provide a detailed report of the assessment results for the purposes of planning and development of the Plan of Services for children covered under this Agreement in a timely and comprehensive manner according to the policies outlined in the Provider Billing Manual.
4. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
5. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, treatment proposals, etc. must be made available upon request.
6. Provide Criminal background checks (required) for personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the provider or employee, not the State of Nevada, Aging and Disability Services Division.
7. Provide a full employment listing of all staff that provides ATAP services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
8. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds. This is permissible with approval; but not required.

9. Make available for inspection all ATAP child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. All invoices must be completed monthly and cover a one calendar-month period. Invoices must include back-up documentation as outline in the Provider Billing Manual and must be submitted to the Aging and Disability Services Division administrative offices by the 10th day of the following month.
2. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections; b) major service program deficiencies have been identified by the State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.

Therapeutic Services

Definition of Therapeutic Services

Therapeutic services are narrow in scope and address a selected group of skills which impact the family and child. The services address; communication, physical and sensory limitations. Services are delivered by a Licensed Speech Language Therapist, an Occupational Therapist or a Physical Therapist who has experience in the treatment of Autism.

Occupational Therapy— Services to address the functional needs of an infant or toddler with a disability related to adaptive fine motor and sensory development provided by a licensed occupational therapist.

Physical Therapy— Services to address the promotion of sensorimotor function and gross motor development provided by a licensed physical therapist.

Speech-language pathology— Identification of communication or language disorders and provision of services for the treatment of delays of the development of expressive or receptive communication skills provided by a certified speech-language pathologist.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division.
2. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the Plan of Services process through accurate and timely implementation of the services as mutually determined and agreed to by the ATAP care managers and consented to in writing by the child's parent/legal guardian.
3. Ensure that services are family-centered, culturally competent and are provided in a home and/or clinic setting. Family members have an integral and equal role in service planning, supporting the child's participation in ATAP services and meeting the outcomes identified in the Plan of Services.
4. Provide a detailed proposal of the treatment plan for the purposes of planning and development of the Plan of Services for children covered under this Agreement in a timely and comprehensive manner according to the policies outlined in the Provider Billing Manual.
5. Provide a progress report documenting the child's progress towards plan goals at the frequency outlined in the Provider Billing Manual.
6. Meet monthly supervision hourly requirements based on the plan type, provide monthly education and training when utilizing interventionists to ensure competency.
7. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
8. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, treatment proposals, etc. must be made available upon request.

9. Provide Criminal background checks (required) for personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the provider or employee, not the State of Nevada, Aging and Disability Services Division.
10. Provide a full employment listing of all staff that provides ATAP services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
11. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds. This is permissible with approval; but not required.
12. Make available for inspection all ATAP child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. All invoices must be completed monthly and cover a one calendar-month period. Invoices must include back-up documentation as outline in the Provider Billing Manual and must be submitted to the Aging and Disability Services Division administrative offices by the 10th day of the following month.
2. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections; b) major service program deficiencies have been identified by the State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.

Signature Block

This agreement shall remain in effect until terminated in writing by any party.

Service Provider/Organization Name

The Provider named above is a Service Provider of the following Provider Type (check one):

- ☐ Applied Behavior Analysis – Reference Pages 3 to 4
- ☐ Standardized Baseline Assessments – Reference Pages 5 to 6
- ☐ Therapeutic Services – Reference Pages 7 to 8

Service Provider Signature_____ Date_____

Mailing Address_____

City_____ State_____ Zip Code_____

Telephone Number_____

Fax Number_____

Email Address_____

Attachment AA

State of Nevada

Aging and Disability Services Division / Early Intervention Services

Scope of Work

Provider Name (Organization/Service Provider)

The Provider named above is a Service Provider of the following Provider Type (check one):

- ☐ Comprehensive Early Intervention Services – Reference Pages 3 to 5
- ☐ Medical Transcription Services– Reference Pages 6 to 7
- ☐ Language Interpretation and Translation Services– Reference Pages 8 to 9
- ☐ Individual Early Intervention Services– Reference Pages 9 to 11

Provider Type Specific Scope of Work

The following content is broken into sections that are applicable **ONLY** to each specific Provider Type. Please refer to the section/pages applicable to the Provider Type of the named Service Provider.

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Comprehensive Early Intervention Services

Definition of Comprehensive Early Intervention Services

Comprehensive Early Intervention Service providers coordinate all services and may subcontract provision of certain services to children eligible for Early Intervention Services in compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

The service provider has represented to the State of Nevada, Aging and Disability Services Division, the ability to provide comprehensive early intervention services as defined in Part C, IDEA regulations, certifying that early intervention providers meet all current state credentialing and/or licensure requirements established as of the effective date of this Agreement. The ability to provide the following services must be demonstrated through the application process.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division and/or IDEA Part C Office.
2. Accept and retain all referrals according to an agreed upon service capacity schedule, unless an exception is mutually agreed upon by both parties.
3. Provide comprehensive early intervention services to eligible children with Individualized Family Service Plans each month.
4. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the IFSP process through accurate and timely implementation of the services as mutually determined and agreed to by the IFSP Team and consented to in writing by the child's parent/legal guardian.
5. Ensure that services are family-centered, culturally competent and are provided in home and/or at community activities and settings. Family members have an integral and equal role in service planning, supporting the child's participation in early intervention services and meeting the outcomes identified in the IFSP.
6. Participate in planning, development, review and revision of IFSPs for children covered under this Agreement in a timely and comprehensive manner according to the state and federal reporting deadlines.
7. Provide service(s) to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP).
8. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
9. Enter, update and report child data in accordance with the IDEA Part C state and federal data reporting requirements.

10. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, Individualized Family Service Plans, etc. must be made available upon request.
11. Participate in the monitoring activities as set forth by Nevada's IDEA Part C Office including but not limited to: Self-assessment, on-site monitoring, financial audits, and complaint investigation.
12. Provide Criminal background checks (required) for early intervention personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the early intervention provider or employee, not the State of Nevada, Aging and Disability Services Division.
13. Provide a full employment listing of all staff that provides early intervention services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
14. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds. This is permissible with approval; but not required.
15. Make available for inspection all early intervention child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division and the IDEA Part C Office. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Individualized Family Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. Notify the State, Aging and Disability Services Division and IDEA Part C Office no later than July 1, October 1, January 1, and March 1 of the service provider's minimum service capacity for the respective quarter so referrals can be assigned according to the available funding allocated for each region. A service provider may request to be placed on hold from new referrals if the minimum service capacity has been reached and is mutually agreed upon by both parties. This is to support the provider for budget needs of their business and staffing, and to take into account their individual business needs and feedback.
2. Be enrolled as a Medicaid Provider (Fee for Service and HMO's) and bill for allowable Medicaid services. This is required.
3. Bill private insurance carriers with written parent consent. The provision of early intervention services is not contingent on written parent permission to bill private insurance carriers. This is permissive; but not required.
4. Submit billing invoices for only Part C referred children no later than the 10th day of the following month. Invoices should be routed to the regional office for verification, who in turn

will forward to Aging and Disability Services Administration for payment approval. Exclusions of reimbursement include: a) when a child is unavailable for early intervention services or cannot be located for more than 30 days from the date that the parents signed an IFSP, reimbursement is limited for only the first thirty days from the date of the parent's signature on the signed IFSP, b) for any child who is out-of-state for more than 30 days, IFSP reimbursement cannot be claimed for that child during this absence and 3) reimbursement cannot be claimed for any expired IFSP's.

5. Accept pro-rated payment in the event a child is transferred from one early intervention provider to another. If an active child is transferred from one early intervention provider to another due to circumstances outside of initial IFSP development and referral, then a pro-rated amount will apply to the program sending the child and to the program receiving the child. This procedure is followed to reduce the occurrence of the State paying "twice" the full amount for one specific child.
6. Accept IFSP monthly reimbursement rate in the instances when a child is referred with an active Individualized Family Service Plan (IFSP) to a provider and the agreed-upon remedies must continue after a child's third birthday. The program will be reimbursed at the IFSP monthly rate to remediate the delay of services.
7. Understand that any compensatory services that are owed to the family per the IFSP that are acquired under the debt of the service provider will not be reimbursed by the State of Nevada, Aging and Disability Services Division.
8. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections, b) major service program deficiencies have been identified by either Nevada IDEA Part C or State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.
9. Report any Medicaid and insurance reimbursements received from July-December and January –June. Reports are due every year no later than January 15th and July 15th.

Medical Transcription Services

Definition of Medical Transcription Services

Medical transcriptionists listen to voice recordings that physicians and other healthcare professionals make and convert them into written reports. They may also review and edit medical documents created using speech recognition technology. Transcriptionists interpret medical terminology and abbreviations in preparing patients' medical histories, discharge summaries, and other documents. Although certification is not required, some medical transcriptionists choose to become certified. The Association for Healthcare Documentation Integrity (www.ahdion.org) offers the Registered Healthcare Documentation Specialist (RHDS) and the Certified Healthcare Documentation Specialist (CHDS) certifications. The RHDS certification is for recent graduates with less than 2 years of experience and who work in a single specialty environment, such as a clinic or a doctor's office. The CHDS certification is for transcriptionists who have at least 2 years of experience and those who handle dictation in several medical specialties.

This service provider has demonstrated to Aging and Disability Services Division the ability to provide comprehensive medical transcription services. While certification is not required, it is preferred. The ability to provide the following services must be established in the application process. Proficiency will be verified by the NEIS Regional Manager.

The Service Provider agrees to:

Policies

1. Follow early intervention policies and procedures to ensure the privacy, health and safety of the clients, along with the integrity of the program.
2. Provide professional medical reports to include timely revisions and corrections.
3. Provider may contact the professional when needed to ensure components of the medical report is accurate and/or complete.
4. Serve multiple counties within the state, which requires mutual agreement between the State, Division of Aging and Disability Services and the Provider. If approved, the provider must commit to serving the county for a minimum of one year.
5. Make available for inspection all early intervention child records necessary to assure the appropriateness of payments to Aging and Disability Services Division and the IDEA Part C Office. Such records shall include, but not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Documentation of all services provided; and

- d. Provider licensing and/or credentialing records; if applicable.

Reimbursement Provisions

1. Submit billing invoices no later than the 10th day of the following month. Invoices should be routed to the appropriate regional office, under who's jurisdiction service were provided, for verification, who in turn will forward to Aging and Disability Services Administration for payment approval.
2. Accept that payment may be delayed for reasons including, but not limited to:
 - a. Invoices not submitted correctly will be returned for correction.
 - b. Major program deficiencies that have been identified by the IDEA Part C Office or State of Nevada, Aging and Disability Services Division and are waiting acceptable correction.
3. Provider has not completed and/or submitted required reports or timelines.

Language Interpretation and Translation Services

Definition of Language Interpretation and Translation Services

Interpreters and translators aid communication by converting message or text from one language into another language. Although some people do both, interpreting and translating are different professions: interpreters work with spoken communication, and translators work with written communication. This may include verbal interpretation and written translation of documents, in addition to participating in meetings with families to include: Individualized Family Service Plans, evaluations, and transition meetings.

To be qualified as a spoken language interpreter in Nevada (per NRS 656A.100):

1. Proof that the applicant is at least 18 years of age;
2. Proof that the applicant has complied with the requirements for education, training, experience and certification required for each professional classification of the practice of interpreting
3. The applicant is certified as an interpreter by a nationally recognized public or private organization which is approved by the Division or possesses the skills necessary to practice interpreting at a skilled level in a community setting; and

Applicant is listed in the Nevada Registry. Also, translators must read the original language fluently and usually translate only in their native language. Final approval will be determined by the NEIS Regional Manager.

To be qualified as an Interpreter for the Deaf in Nevada:

1. Ability to translate spoken language into American Sign Language or any other visual-gestural system of communication or vice versa;
2. Translate spoken language into a tactile method of sign language or vice versa;
3. Translate spoken language into an oral interpretation of the speaker's words by enunciating, repeating or rephrasing those words without using the voice to assist a person who is deaf or whose hearing is impaired in lip reading the information conveyed by the speaker;
4. Translate spoken language into a visual representation (i.e. for lip reading and/or cued speech);
5. Translating spoken English into a system of sign language that is based on the syntax of the English language (i.e. signing exact English) or vice versa; and
6. The use of any of the methods of interpreting or transliterating set forth in subsections 1 to 5, inclusive, by a person who is deaf or whose hearing is impaired to facilitate communication between another person who is deaf or whose hearing is impaired and an interpreter, or between two or more persons who are deaf or whose hearing is impaired.

Certified interpreters for the deaf are listed on the State of Nevada Registry of Interpreters for the Deaf (www.nvrid.org).

The Service Provider agrees to:

Policies

1. Provide Criminal background checks (required) for language interpretation staff working with young children with disabilities and/or families. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the agency or employee, not the State of Nevada, Aging and Disability Services Division.
2. Provide a full employment listing of all staff that provides language interpretation services provided by their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous state employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
3. Serve multiple counties within the state, which requires mutual agreement between the State, Division of Aging and Disability Services and the Provider. This is permissible with approval, but not required.

Reimbursement Provisions

1. Submit billing invoices no later than the 10th day of the following month. Invoices should be routed to the appropriate regional office, under who's jurisdiction service were provided, for verification, who in turn will forward to Aging and Disability Services Administration for payment approval.
2. Accept that payment may be delayed for reasons including, but not limited to:
 - a. Invoices are not submitted correctly, they will be returned for corrections
 - b. Major service program deficiencies have been identified by either Nevada's Idea Part C Office or State of Nevada, Aging and Disability Services Division, and are waiting for acceptable correction
3. Provider has not completed and/or submitted reports by required timelines.

Individual Early Intervention Services

Definition of Individual Early Intervention Services

Individual Early Intervention Services include:

Audiology— Identification, evaluation and treatment for infants and toddlers with hearing loss provided by a licensed audiologist.

Assistive Technology— Any service that directly assists an infant or toddler with a special need in the selection, acquisition, or use of an assistive technology device provided by an early intervention discipline with training selecting and using assistive technology devices.

Family Training & Counseling— Services to assist the family of an infant or toddler with a disability in understanding the special needs of the child and enhancing the child's development provided by a social worker, psychologist, family therapist or other qualified personnel.

Health services— Services necessary to enable an otherwise eligible child to benefit from the other early intervention services listed provided by a physician, nurse or other healthcare provider.

Medical services— Services for diagnostic or evaluation purposes only provided by a licensed physician.

Nursing— Services that assess an infant or toddlers health status, provision of nursing services and administration of medications or treatment necessary for the child to participate in early intervention.

Nutrition— conducting individual assessments, developing and monitoring plans and making referrals to carry out nutritional goals provided by a registered dietician.

Occupational Therapy— Services to address the functional needs of an infant or toddler with a disability related to adaptive fine motor and sensory development provided by a licensed occupational therapist.

Physical Therapy— Services to address the promotion of sensorimotor function and gross motor development provided by a licensed physical therapist.

Psychological services— Administering and interpreting psychological and developmental evaluations and developing and managing a program of psychological services provided by a licensed child psychologist.

Sign language and cued language services: Teaching sign language, cued language and auditory/oral language to infants and toddlers who are hearing impaired provided by a certified Teacher of the Deaf.

Social Work— making home visits to evaluate a child's living conditions and patterns of parent-child interaction, assessing social or emotional development and family counseling provided by a licensed social worker.

Special Instruction— Designing learning environments, curriculum planning, family training and direct instruction to promote the infant's or toddler's acquisition of skills in a variety of developmental areas provided by a Developmental Specialist with a degree in Early Childhood Special Education.

Speech-language pathology— Identification of communication or language disorders and provision of services for the treatment of delays of the development of expressive or receptive communication skills provided by a certified speech-language pathologist.

Transportation and related costs— Includes the cost of travel and other costs that are necessary to enable an infant or toddler with a disability and the child's family to receive early intervention services.

Vision— Evaluation of visual functioning, referral to medical providers to address vision loss, pre-braille, and orientation and mobility training provided by a licensed Teacher of the Visually Impaired.

The Service Provider agrees to:

Policies

1. Ensure appropriate credentials and/or licenses required to provide specific services and to maintain the integrity of the Individualized Family Service Plan (IFSP) process through accurate and timely implementation of the services as mutually determined and agreed to by the IFSP Team and consented to in writing by the child's parent/legal guardian.
2. Ensure that services are family-centered, provided in home and community activities and settings, and culturally competent. Family members have an integral and equal role in service planning, supporting the child's participation in early intervention services and meeting the outcomes identified in the IFSP. This includes providing services to children and families in their native language or with an interpreter (the cost of which is the responsibility of the provider).

3. Participate in planning, development, review and revision of IFSPs for children covered under this Agreement as appropriate and in a timely and comprehensive manner according to the State and federal reporting deadlines.
4. Provide service(s) to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP).
5. Accept and manage assignments according to mutually agreed upon service capacity schedule, unless an exception is mutually agreed upon by both parties.
6. Ensure that staff have and maintain appropriate credentialing or licensure specific to the therapy provided.
7. Deliver reports in a timely manner to assist with meeting timeline requirements of IDEA and the State of Nevada laws and policies related to implementing early intervention services.
8. Serve multiple counties within the state, which requires mutual agreement between the State, Division of Aging and Disability Services and the Provider. This is permissible with approval, but not required.

Reimbursement Provisions

1. Submit billing invoices for only Part C referred children no later than the 10th day of the following month. Invoices should be routed to the regional office for verification, who in turn will forward to Aging and Disability Services Administration for payment approval.
2. Accept that payment may be delayed for reasons including but not limited to: a) Invoices not submitted correctly will be returned for corrections, b) major service program deficiencies identified by either the IDEA Part C Office or State of Nevada, Aging and Disability Services Division that are awaiting acceptable correction, or c) required reports not meeting timelines that need to be turned in.

Signature Block

Service Provider/Organization Name _____

The Provider named above is a Service Provider of the following Provider Type (check one), and agrees to adhere to and comply with the requirements as identified in this Scope of Work:

- ☐ Comprehensive Early Intervention Services – Reference Pages 3 to 5
- ☐ Medical Transcription Services– Reference Pages 6 to 7
- ☐ Language Interpretation and Translation Services– Reference Pages 8 to 9
- ☐ Individual Early Intervention Services– Reference Pages 9 to 11

Service Provider Signature _____ Date _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Fax Number _____

Email Address _____

ATTACHMENT BB
MINIMUM INSURANCE REQUIREMENTS

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to: State of Nevada, Aging and Disability Services Division, 3416 Goni Road Building D Suite #132 Carson City, NV 89706, "Attention Contracts".

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to: State of Nevada, Aging and Disability Services Division, 3416 Goni Road Building D Suite #132 Carson City, NV 89706, "Attention Contracts". The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SECTION B – PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for **"sexual molestation and physical abuse"**.

Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons should have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies should be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

Below is a reference checklist for your required insurance coverage:

VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance "(ACORD" form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- ☐ 1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- | | |
|---|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Products -- Completed Operations Aggregate | \$1,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. Each Occurrence | \$1,000,000 |

*The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

- ☐ 2. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
- | | |
|--------------------------------|-------------|
| a. Combined Single Limit (CSL) | \$1,000,000 |
|--------------------------------|-------------|

- ☐ 3. **Worker's Compensation and Employers' Liability**
- | | |
|-----------------------------|-----------|
| a. Workers' Compensation | Statutory |
| b. Employers' Liability | |
| i. Each Accident | \$100,000 |
| ii. Disease – Each Employee | \$100,000 |
| iii. Disease – Policy Limit | \$500,000 |

- ☐ 4. **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
- | | |
|---------------------|-------------|
| a. Each Claim | \$1,000,000 |
| b. Annual Aggregate | \$2,000,000 |

- ☐ 5. **Sexual molestation and physical abuse** \$100,000

- ☐ 6. **Fidelity Bond or Crime coverage** \$100,000

- ☐ 7. **Additional Insurance Requirements:**
The policies shall include, or be endorsed to include the following provisions:
- On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - The Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Independent Provider's Signature

Date

Title

Signature-State of Nevada

Date

Title

Autism Treatment Assistance Program (ATAP)

SERVICE PROVIDER MANUAL

State of Nevada – Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Suite D - 132
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AUTISM TREATMENT ASSISTANCE PROGRAM SERVICE PROVIDER MANUAL

The billing procedures addressed in this manual refer to the Autism Treatment Assistance Program (ATAP). Providers must complete a Provider Agreement application and meet all requirements set forth in the agreement by the State of Nevada Aging and Disability Services Division (ADSD) and utilize ATAP's agreed upon rates (see ATAP's Rates List).

1.0 Plan of Services Authorization

- 1.1 Care Managers will authorize all services to be provided for each recipient. ADSD will only reimburse Providers for services pre-authorized by Care Managers.
- 1.2 When a recipient is approved for a program, the Care Manager will request a written proposal from the Provider to complete a *Plan of Service* and establish the budget.
- 1.3 Once the *Plan of Service* is completed by the Care Manager and approved by the Program Manager, it will be faxed or emailed to the Provider. Services cannot be started until this approval is received by the Provider.
- 1.4 The Provider will inform the Care Manager of any changes in the provision of services for each recipient. The Care Manager must approve any changes in the delivery of services and requests for additional funds to the recipient. Permanent changes will require a proposal submitted by the Provider, a new *Plan of Service* completed by the Care Manager and approved by the Program Manager.
- 1.5 The *Plan of Service* is not to exceed the approved dates of service. Care Managers will reauthorize services yearly or sooner if a recipient's situation warrants a change.

2.0 Tiers of Supervision and Allowable Expenses

- 2.1 There are three tiers of supervision available in the ATAP program for ABA/VB/PRT programs. Supervision includes: program development; ongoing assessment and treatment oversight; report writing; demonstration with child; school or session observations; Interventionist and Authorized Representative (AR) training/education. All three tiers must be overseen by a Licensed Psychologist or a Board Certified Behavioral Analyst who has experience in the treatment of Autism, although the actual supervision may be provided by other professionals at their direction.
 - 2.1.1 Tier 1 must include at least 6 hours of direct supervision with the child, Authorized Representative, and their Interventionist(s); monthly progress reports are required.
 - 2.1.2 Tier 2 must include at least 4 hours of direct supervision with the child,

Authorized Representative, and their Interventionist(s); bi-monthly progress reports are required.

- 2.1.3 Tier 3 must include at least 3 hours of direct supervision with the child, authorized representative, and their Interventionist(s); quarterly progress reports are required.

- 2.2 Materials and supplies are allowable services that can be billed in addition to the supervision tiers, but should be listed separately on the invoice. Materials must be pre-approved by the Care Manager and recommended by the Provider.
- 2.3 Initial month may include additional supervision hours as defined in the plan to address: program development, establishment of child's baseline, training across all Interventionists and AR, and additional funds for Provider recommended learning materials.
- 2.4 Providers who choose to employ their own Interventionists must bill their services in 15 minute increments only.
- 2.5 Therapeutic or Social Skills Providers are to bill hourly/session rates as defined by the ATAP rates list.
- 2.6 Rural supplement may be available with Program Manager approval.

3.0 Travel

- 3.1 Travel time is billable at \$60 per hour when a monthly program rate is charged, if applicable, and:
- Applies only to time in transit, per trip not per child;
 - Applies only when the service location is more than 50 miles from the Provider's primary place of business; and
 - Travel time may only be paid if local Providers are not available to meet the need.
- 3.2 Travel applies only per trip, not per child.
- 3.3 Travel is not charged against the child's budget; it is paid out of the general ATAP budget.
- 3.4 Mileage may be reimbursed when the service location is more than 50 miles from the Provider's primary place of business.
- 3.5 Airfare and lodging (lodging at current State rate) may be reimbursed with approval from the Program Manager with submission of all receipts.
- 3.6 Exceptions to the travel policy may be made by the Program Manager when such an exception is in the best interests of the program and program participants.

4.0 Transportation

ATAP will not provide reimbursement for Providers to transport recipients.

5.0 Medical Services

ATAP is a non-medical program. Providers may not perform any medical services. ADSD will not reimburse a Provider for any services not noted on the Plan of Services. The Care Manager should be contacted if there are any questions regarding the tasks to be performed.

6.0 Service Verification and Progress Reports

- 6.1 Providers are responsible for obtaining from the child's Authorized Representative (AR) service verification of the dates, times, amounts and types of service provided. Each document must contain original signatures and be obtained on the date of service. Any billing not containing an original signature at the time of service will be rejected. Corrections to verification forms must include parent initials.
- 6.2 Providers must supply a progress report documenting the recipient's progress towards plan goals to the Care Manager. Frequency of progress reports is determined by the tier of supervision.
- 6.3 Providers must also supply quarterly and annual reports to the Care Manager documenting the recipient's progress towards plan goals.
- 6.4 Providers must supply impact targets upon request and annually.
- 6.5 Speech, Occupational and Physical Therapists are required to submit "session notes" at the time of billing and quarterly reports summarizing the child's progress towards plan targets to the Care Manager. Impact Target forms are required be completed at intake and annually.
- 6.6 Social Skills Providers are required to submit quarterly progress reports to the Care Manager. Impact Target forms are required be completed at intake and annually.
- 6.7 All monthly, quarterly, and annual progress reports must be submitted in a timely manner. See sample reports provided by ATAP. The report should include at a minimum:
 - Total number of weekly hours child received during the reporting period. Hours should include a breakdown of Interventionists/Provider delivered hours and AR delivered or funded hours.
 - Parent concerns and how they are being addressed.
 - A list of current programs or skills on acquisition with introduced date.
 - A list of programs on maintenance.
 - A running list of programs mastered to date.
 - An overview summary of the child's behavior across areas and how it is being addressed with a summary of the data.

- If a behavior plan is in place, report should also address how behavior plan is implemented.
- The report should also include for each program currently being practiced:
 - Instructions on implementation
 - Number of mastered responses or items
 - Date program or format was introduced
 - Number of times program practiced for the reporting period or number of opportunities presented.

6.8 Failure of the child or Provider to meet the requirements of quarterly or annual reviews may result in a plan type change, probation or an exit from ATAP. This includes when a child's medical condition limits access to treatment or demonstration of progress as defined in the plan type. Please refer to the ATAP Support Manual-Section 7: Your Child's Progress for additional information regarding quarterly and annual reviews.

6.9 Please refer to ATAP Support Manual for ATAP Plan Types and requirements.

7.0 Cancellation of Service Appointment

7.1 Whenever possible, the recipient will cancel services by notifying the Provider as far in advance as possible.

7.2 Recipient cancellations made at least 72 hours in advance cannot be billed to the recipient or ATAP. Cancellations made less than 72 hours in advance may be billed, at the Provider's discretion.

7.3 ATAP will pay for one cancellation per year. If additional cancellations will be billed to the family, Providers must establish a clear cancellation policy and provide it to families and the ATAP Care Manager in writing.

7.4 Supervision hours should be made up when possible as hours are averaged across the year to meet monthly plan requirements for the child. Example: Comp. plans require a minimum of 4 hours per month or 48 hours per year, ATAP allows for 4 total hours to be missed due to one cancellation within a 12 month period.

8.0 Provider Training

8.1 Providers must meet the monthly supervision hourly requirements of the plan type which include ongoing training.

8.2 Providers should create and promote opportunities for AR involvement and deliver training and education at a level accessible to the AR. AR training requirements will be outlined in the *Plan of Service*

8.3 Providers must deliver monthly education and training when interventionists are utilized to ensure competency.

9.0 Provider Licensing, Ethics, and Background Checks

9.1 Providers who employ Interventionists must ensure that they undergo State and criminal background checks a minimum of every five (5) years, and as indicated, to ensure no convictions of applicable offenses have occurred. Documentation of

the request, and applicable results, must be maintained in the personnel record and made available to ADSD upon request.

- 9.2 Providers who employ Interventionists must ensure that they complete and sign the Interventionist Ethics form included in this manual.
- 9.3 All Providers must provide ADSD with documentation of all licensing as required by State regulations and/or any Provider-specific licensure or certification. Additionally ADSD must be notified immediately of any change in licensure or certification.

10.0 Billing Procedures

- 10.1 Bills will only cover a one calendar-month period; i.e., portions of previous or subsequent months are not to be included. For example, the bill for June is to cover June 1 through 30 only. Do not include any days for May or July.
- 10.2 Provider Invoices:
 - A. A Provider invoice must be completed at least monthly, during months where ATAP recipients were served, that include services for all recipients served that month.
 - B. Providers may computerize the form, or use the Excel spreadsheet supplied by ADSD, for their own convenience as long as the format remains intact.
 - C. All Service Verification Logs signed by the AR Must be attached to the Provider invoice for each recipient. All invoices, Verification Logs, Excel spreadsheet and travel forms must be mailed to the ADSD Administrative office.
 - D. The Progress Report must be either in the format included in this manual or supply the same detailed information if in another format and submitted to the Care Manager as required based on the Tier of Supervision.
 - E. ADSD will not reimburse Providers for service without written verification of the dates, amount and types of service provided.
 - F. The Provider name and address must be the same as listed on the Provider Agreement. ADSD must be notified in writing of any changes. The Provider is also responsible for reporting any name and address changes, or deletions, to Vendor Services at the State Controller's office.
 - G. Supervision hours are paid based on meeting the Tier. Example: when a Provider only delivers 5 hours of supervision instead of 6, he will be paid at Tier 2; 3.5 hours will be paid at Tier 3. If less than Tier 3 hours of supervision are delivered, but some training did occur, the Provider may bill for \$125 per hour. Billing outside of or in addition to the tier will require pre-authorization from the care manager unless agreed upon in the supervision agreement portion of *Plan of Service*.

10.3 Submission of Bills

- A. All billing packets must include and invoice with an original signature, all travels forms with an original signature and Service Verification Logs with the Provider and AR signatures.
- B. All invoices must have a unique 10 digit Invoice Number. This unique number must not be used on any other invoice for any other program and re-used in a new billing month or year.
- C. Receipts to document proof of materials purchased must be submitted with the invoice.
- D. All Bills are to be submitted to the ADSD Administrative office (see attached Billing Address)
- E. Bills will be submitted by the 10th day of the following month.
- F. Reimbursement for bills submitted after the 10th day of the following month may be delayed.

11.0 Payment of Bills

- 11.1 Bills will be reviewed for accuracy and compliance as to the type and amount of services authorized.
- 11.2 Bills reviewed and approved by the Program Manager are then submitted to the ADSD fiscal unit for payment. Incorrect bills will be returned to the Provider per Section 12.0.
- 11.3 The State Controller will issue a check or Electronic Funds Transfer for distribution. Checks are mailed directly to the Provider. The payment process may take up to 4 weeks after ADSD has received a complete and correct bill.
- 11.4 A copy of the summary invoice will be attached to the check to reflect which services are being paid.
- 11.5 Invoice approval will be delayed and payment may be held pending receipt of ATAP approved Progress Reports or other requested documents by the Care Manager. This may cause your invoice to be stale-dated (see 12.0 below).

12.0 Incorrect Bills

Incorrect Provider invoices and accompanying documentation will be rejected. Providers will be requested to submit a revised Provider invoice and accompanying documentation for verification and approval of payment. All revised invoices and accompanying documentation must be returned timely to the ATAP Care Manager or ADSD Administrative office for payment.

13.0 Stale-dated Bills

- 13.1 Bills that are submitted more than 45 days after the end of the service month are considered "stale-dated claims."

13.2 ADSD may not reimburse Providers for stale-dated claims unless documented good cause is shown why the bill was not submitted in a timely manner. An example of good cause would be an event or disaster that disrupts normal services.

14.0 Adjustments to Bills

Occasionally, an overpayment or underpayment may be made. When this occurs, a letter will be sent to the service Provider explaining what has occurred and how the adjustment will be made.

15.0 Questions on Payment

Questions on payment of submitted bills should be directed to the Program Manager.

16.0 Record Retention

Providers are required to retain records of individuals under the age of 23 yrs, whose case has been closed, pursuant to NRS 629.051 for a minimum period of six (6) calendar years from the date the individual turns 23 years of age.

16.1 Each Provider agency must maintain a file for each recipient. In the recipient's file, the Provider must document the actual time spent providing services and the services provided.

16.2 The Provider must also maintain medical and financial records, supporting documents, and all other records relating to services provided under this program. If any litigation, claim, or audit is started before the expiration of the retention period, records must be retained until all litigation, claims, or audit findings have been finally determined.

Proposal for ATAP Services

Client:

DOB:

Address:

ID:

Provider:

Proposed Plan Type:

Background Information/Client Limitations/Parent Concerns/Assessment Review/Baseline Data:
(This section should correlate with plan targets)

Goals and Behavior to be targeted in this plan will include:

- (1)
- (2)
- (3)
- (4)
- (5)

Provider/Supervision Agreement:

Services based on Funding of X per month:

X hours of 1:1 ABA therapy with interventionist per week at X rate

X hours of supervision/parent training with a consultant at X rate

X hours of social skill training/month at X rate

X hours of school observation per month at X rate

X hours community support/month at X rate

Name

Signature

Date

Minimum Requirements for a Comprehensive Behavior Plan Progress Report

- 1) Child name, age, birthdate, AR, address, plan type and plan period.
- 2) Provider company name, consultant name.
- 3) Supervision dates, times for the quarter, separated by month.
- 4) Intervention hours for the quarter, separated by month (AR hours separated from interventionist hours). Use table provided below.
- 5) Child background information.
- 6) Parent Concerns and how they are being addressed.
- 7) Quarterly Objectives relating to plan targets, must be across at least 4 domains.
- 8) Baseline data quarterly objectives.
- 9) Summary of current data on quarterly objectives (Cannot be a narrative only. Must include actual data and data collection methods).
- 10) A list of all concepts/program on acquisition. Must include all domains. Indicate which programs are being conducted by AR.
- 11) Date of introduction for each concept/program/format.
- 12) Correct response rate, prompted response rate, number of mastered targets, number of times practiced if possible, detailed program instructions/recommendations for each.
- 13) A running list of concepts/programs mastered to date.
- 14) Behavior plan with proactive strategies and data summary, reinforcement system for increasing desired behavior.

ATAP Comprehensive Plan Progress Report EXAMPLE

****Confidential****

Child:	John Smith
Date of Birth:	August 1, 2009
Parents/Authorized Representative:	James and Mary Smith
Address:	Street City, State, Zip Code
Age at Current Consultation:	3 years, 4 months
Date of Initial Consultation:	February 1 st and 7 th , 2012
Date of Current Consultation:	December 4 and 12, 2012
Length of Consultation:	4 hours
ATAP Plan Type/Length:	Comprehensive Plan 2/1/2012-1/31/2014
Average Weekly 1:1 Hours:	26.5
Provider:	ABA Provider
Behavioral Consultant:	Suzie Johnson
Persons in Attendance:	Mary, James, and John Smith, and Interventionists Patricia Jones, Jane Williams, and Linda Brown
Date Drafted:	December 13, 2012
Date Edited:	December 14, 2012

- A parent or guardian 21-years or older must be at the residence throughout teaching times and an AR must be present workshop consultations.

Methodology and Measurement

The ABA Provider curriculum and structure are used. Skills are taught using discrete trial teaching in adherence with discrimination-learning procedures, including systematic introduction of prompts that are faded over time as skills are acquired. Generalization strategies across people,

environments, stimuli and instruction are introduced following evidence of discrimination (i.e., as skills permit). Behavior-specific praise and differential reinforcement are delivered during teaching hours. Anecdotal data and discrete trial data are taken as necessary.

ATAP Goals and Plan Targets

The ABA Provider verifies that John's ATAP goals and plan targets for a Comprehensive Plan are being addressed in his home-intervention program. A consultant from The ABA Provider supervises the home interventionists and parents at least once per month for at least four hours. Further, The ABA Provider consultant provides recommendations and training to the interventionists and parents in order to address John's goals and plan targets set forth in the ATAP Service Plan.

Baseline Data, Goals, and Progress for the PREVIOUS quarter across specific programs are indicated below:

1) Compliance-Come Here

Quarterly Goal: Will transition when requested without being enticed by a preferred item with accuracy rates of at least 80% across at least five consecutive days.

Baseline: John will transition with rates indicating mastery when enticed with a preferred item.

Current: John has demonstrated mastery of this skill. Data for the report period indicates he transitions when provided the instruction, "come here" without prompting or being enticed during treatment hours with 87% accuracy.

Status: Goal achieved

2) Self Help-Dressing

Quarterly Goal: Will remove pants upon instruction, without prompts across five consecutive days.

Baseline: John will remove socks and shirt. Removal of pants in preparation for toilet training was introduced during the September consultation with prompting.

Current: John has demonstrated mastery of removing his pants, but does not have discrimination of removing and putting on.

Status: Goal achieved

3) Choices

Quarterly Goal: Will make a choice from a field of three presented 3D items with 80% accuracy across at least three consecutive sessions.

Baseline: John will make choices from a field of two with 75% accuracy.

Current: John will make choices from a field of three of 3D items with an average 98% accuracy across 15 sessions.

Status: Goal Achieved

4) Matching-Colors

Quarterly Goal: Will demonstrate mastery (80% or higher in a field of three or more across at least 3 days) of matching 10 colors.

Baseline: This program was introduced during the September consultation. John did not demonstrate correct responding when instructed to match colored cards to their corresponding colored cards.

Current: John has demonstrated mastery of matching all colors with accuracy rates at an average of 91% across the last 10 sessions.

Status: Goal Achieved

Baseline Data and Goals for the CURRENT quarter across specific programs are indicated below:

1) Compliance and Decreasing Stereotyped Behavior

Relinquishing Items From Mouth

Quarterly Goal: Will relinquish non-food items from mouth upon request on four out of five opportunities.

Baseline: John requires prompting to relinquish non-food items from his mouth. During the current consultation, he responded to the instruction without prompts with 0% accuracy.

2) Play/On-Task Behavior

Activity Schedule

Quarterly Goal: Upon request, John will transition to a play skill, prepare it for completion, complete/play, then clean up and put away without prompts.

Baseline: John requires prompts across all steps.

3) Communicating Wants/Needs

Choices

Quarterly Goal: Will make a choice from a field of four presented two-dimensional items.

Baseline: John will make choices from a field of three, three-dimensional items.

4) Language

Object Labels-Receptive

Quarterly Goal: In a field of 3-4 John will discriminate 15 different functional objects.

Baseline: As of 12/2012, John had not demonstrated mastery of any objects in this format.

Teaching Technique Recommendations

Interventionists should pair social praise with primary reinforcement to increase desired behaviors. All undesired behaviors such as tantrums or aggression should only be provided with extinction (i.e., withholding reinforcement that has been previously paired with the behavior, such as attention or removal of demands). Mastered items, incorrect responses and non-responses should be provided with an informational "no." No more than two incorrect or non-responses should occur before giving prompting for mastered items. No more than one incorrect or non-response should occur before prompting for acquisition targets. When introducing a new target, proactive prompting must be implemented and faded as success permits. When using prompts, systematic removal of prompts needs to be obtained before considering any item mastered. Within each program, unless specified otherwise, no more than one item should be on acquisition at any time.

- Please refer to guidelines contained within the teaching packet for further detail and information.

Background Information

John lives with his mother, father and brother, also diagnosed with autism. Reports indicate no complications during John's mother's pregnancy. Developmental milestones varied as were typical and delayed (e.g., walked at 12 months, sat up at eight months). Language was delayed and has not developed typically (e.g., has minimal words, does not imitate sounds/words consistently) at two years and five months of age. John was evaluated by Early Intervention Services, Dr. Doctor in October 2011, and Dr. Neurologist in August 2011. Both Dr. Doctor and Dr. Neurologist provided a diagnosis of Autism. John currently attends school for four hours per day, five days per week in a self-contained preschool placement.

Program Update and General Observations

This was John's 11th month of treatment with The ABA Provider. Supervision for this month was 4 hours. See the table below for a summary of hours:

Quarterly Hours				
	September	October	November	Total Quarter
Supervision	4.5	6	5	15.5
Interventionist	81.5	90	88	259.5
AR	22	27	18	67
Total	108	123	111	342
Weekly Average	25	28.5	26	26.5

Interventionists and parents report increased attention and overall compliance during session time. John's teacher from his preschool program attends consultations at least every other month to collaborate on ATAP plan targets and IEP goals. This collaboration has been invaluable and John's generalization of skills from home to school is evidence. Ms. Teacher reports increased compliance, tolerance, and attending over the last three months.

The home and school team also report an increase in vocalizations. John will now occasionally repeat instructions provided across sessions.

Parent Concerns

John's parents continue to be concerned with the introduction of toilet training. Their concerns were addressed during this consultation. Parents will begin conducting diaper checks regularly and collecting data to look for patterns of voiding. Formal toilet training was scheduled and will be introduced on January 18th-21st, 2013.

General Recommendations

John should receive approximately 35-40 hours per week of one-to-one instruction to address delays across all areas (language, communication, cognitive skills, social skills, adaptive daily living, play) and behavioral excess (protest, tantrum, escape, stereotyped behavior). When conducting one-to-one, John should be engaged in structured play utilizing the program and recommendations written below. It is recommended to conduct teaching sessions for three hours at this time. Each hour should consist of 45-50 minutes of one-to-one instruction, followed by an extended 10- to 15-minute break period out of the therapy room.

- It is recommended that receive John six hour follow-up consultations approximately every four weeks.
 - Interventionists must be familiar with behavioral learning principles and trained to teach according to discrete trial procedures and discrimination-learning procedures.
 - It is also recommended that therapists receive continuous training on a regular basis (e.g., once per month) by The ABA consultant.
 - At least one parent, all family members who participate in treatment or are active guardians, and all therapists should attend workshop consultations, take notes and review all consultation reports.
 - It is strongly recommended that the teaching team with all related members (e.g., family and guardians) meet on a weekly or biweekly basis to discuss programs, procedures and to work with John in order to facilitate consistency across interventionists (i.e., person implementing behavioral procedures).
 - E-mail or fax updates to the consultant at least three days prior to a workshop to allow for adequate preparation.
 - Initiate phone or e-mail consultations between workshops on an as-needed basis.
-

Behavior Specific Reports, Observations and Recommendations

Challenging Behavior

Definition: Protest behavior is defined as a combination of John crying, whining, lying on the floor, trying to leave the teaching area and/or aggression (e.g., pushing, hitting, biting).

Suspected Function: Escape/Avoidance, Access

Intervention:

Proactive:

- Take a break approximately every 45 minutes during home sessions.
- Do not allow John (i.e., response block) to push/knock over objects or aggress towards you or himself.
- Keep the sittings short for all programs.

Reactive:

- It is important to record all inappropriate behaviors that occur during your session. Graphing John's data may reveal patterns or trends helpful in identifying the best intervention for reduction or elimination of the behavior.
- If the behavior occurs within a program or after a demand has been placed, place the verbal protest on extinction and follow through with the initial demand.
- All aggressive behavior should be blocked and placed on extinction. When blocking the behavior, use the least intrusive prompt in order to facilitate John to remain in the designated area and to refrain from aggression.
- Do not allow John to leave the area or room until he is calm (i.e., is not engaging in protest behaviors) and responds appropriately (i.e., complies with instructions).
- **Data Collection:** Continue to collect frequency data using the track sheet provided by this consultant.
- To distinguish one protest from the next, John should demonstrate calm behavior for 60 consecutive seconds.
- Report frequency per hour for each category of protest within the program update.
- Protests lasting over one minute require ABC data collection.

Antecedent	Behavior	Consequence
What events occurred immediately prior to the behavior?	What did the behavior look/sound like?	What events occurred while the behavior was occurring and immediately following the behavior?

- Make sure to objectively describe the events surrounding the protest behavior. These data are essential in determining the function of the noted behaviors. The function must first be determined before developing an appropriate behavior plan.

Data Review: During this consultation, John engaged in one protest lasting eight minutes. When presented with a non-preferred task, he demonstrated crying, escape behavior, made his body limp, and refused to sit at the teaching table upon request to complete a task. The interventionist placed the behavior on extinction, prompted appropriate sitting, redirected to a neutral activity and reinforced all acts of compliance until John calmed. Eventually the non-preferred task was re-introduced and compliance was demonstrated.

Protest duration and frequency for the dates 11/2/2012-12/1/2012 can be found below.

Total	Under 5 Seconds	Under 1 Minute	Over 1 Minute	Over 5 Minutes
1.7/hour	.58/hour	.79/hour	0/hour	.33/hour

Stereotyped Behaviors

The teaching team reported self-stimulatory behavior since the last consultation, which included mouthing items, and close inspection of items. During this consultation, John engaged in

repetitive behaviors (e.g., mouthing) approximately 13 times across the four hour consult. Per this brief observation, the function of the repetitive behaviors appeared to be primarily sensory stimulation.

- Proactively block John from putting items in his mouth.
- When John engages in repetitive behaviors, please do not give any attention/reinforcement to the behavior; instead redirect him to an activity that does not allow him to engage in the behavior and reinforce the appropriate behavior.
- Formally target responding to the instruction, “put it down” within the Compliance program. See program recommendations below.

Reinforcement Strategies

Contracting

Continue to present John with a box of reinforcers or hold up items for him to choose from before engaging him in a program. After John has chosen a reinforcer, say “my turn,” place the reinforcer next to him and give your instruction for the program. After one correct trial, give John his reinforcer for approximately 30 seconds, then take it back and begin your next trial.

- Variably allow John to play with his reinforcer without taking it or placing a demand on him, so that initiating play with an item is not decreased.
- Please be sure to keep reinforcers in a separate container, which John does not have access to outside of sessions.
- Continue to place novel reinforcers into the container to avoid habituation.

Strategies

Throughout this consultation, John would accept reinforcement contingent on correct and prompted responding.

- Be sure to present choices for reinforcement to ensure motivation.
- Interventionists should work at making the teaching situation as reinforcing as possible for John.
- Let one of your goals be to make John smile when you reinforce him for correct responses!
- Be sure to use a variety of reinforcers (e.g., edibles, toys, physical games) throughout the session.
- Please log notes on effective reinforcers and the names used within the Reinforcement Sampling program in the logbook.
- Interventionists starting a new session should note which reinforcements were previously used and probe new reinforcers to avoid habituation.
- Use preferred reinforcers sparingly and store them out of reach when not conducting treatment (i.e., potent reinforcers should be reserved specifically for session time).

Breaks

John should take a 10- to 15-minute structured break every 45-50 minutes. As discussed, these breaks should consist of free-play outside of the teaching room, watching television, snacks, walks, riding his tricycle or other play activities.

- Maintain standards of behavior during break time (i.e., compliance, tolerance, flexibility).
-

Current Programs

The following is a list of John's programs to be practiced on a current schedule (i.e., at least once per day). Short-term recommendations for those programs discussed are bulleted. Current levels are presented in italics. Parent programs are indicated by **. Parents to log data as an interventionist.

Activity Schedule	Receptive Instructions
Choices	*Responding to Name*
Compliance	*Self-Help*
Matching	Sorting
Non-Verbal Imitation	Sound Discrimination
Object Labels	*Verbal Imitation*
Play Skills	

Maintenance/Generalization Programs

The following is a list of programs to be practiced with at least one of the following components: generalized location, generalized stimuli, generalized therapist, generalized instruction and decreased reinforcement. Each therapist should attempt to complete one or two generalization programs per session. Parent may conduct any of the below programs and collect data using the data sheet created by this consultant. Interventionists record their data in the logbook.

Program Name	Frequency	Date Generalized	Recommendations
Books	1x/week	09/2012	Attend library circle times
Compliance-Sit Down	1x/week	08/2012	Work on around the house
Matching 3D-3D	1x/week	09/2012	Use novel items
Reinforcement Sampling	As Needed	09/2012	
Singing Songs	1x/week	09/2012	Pair with books and videos
Verbal Imitation-Fill In	As Needed	09/2012	

Current Programs

--Data and times practiced reflect dates 11/2/2012-12/1/2012--

Activity Schedule

Receptive

S^D1= "Play with (activity)."

R1= John completes the activity sequence.

Reported Performance:

Date Introduced: 11/5/2012

Times Practiced: 23

Correct Response Percentage: 62%

Prompt Percentage: 36%

Current Target: 1 Activity

Performance During Consultation:

This program was introduced during the previous consultation. John required hand over hand and physical prompts to complete the play sequence. Although prompt intensity was faded across trials, prompts were not faded out completely. During this consultation, he required prompts across all trials; however intensity of prompts were faded across trials.

Recommendations:

- Practice this program at least one time per session. Prioritize this program whenever possible, practicing up to once per hour.
- Following the above instruction, John should transition to the activity placed on the floor from the teaching table.
- He should then proceed to remove the pieces from the puzzle/activity to prepare for play/completion. Once the activity has been prepared, he should complete the activity then pick it up and put it away in the designated area (currently on the toy box).
- Track discrete trial data using the form provided by this consultant.
- Make sure to practice a wide variety of mastered play skills within this program.
- Do not prompt mid-trial unless doing so proactively. End trials following more than 5-8 seconds of off-task behavior. Always reset trials at the teaching table.

Choices

Receptive

S^D1= "Get the one/show me the one you want." + present items.

R1= John retrieves the desired item.

Reported Performance:

Date Introduced: 9/6/2012

Times Practiced: 26

Correct Response Percentage: 98%

Prompt Percentage: 0%

Current Target: Field of 3

Performance During Consultation:

During this consultation, making choices were generalized from three-dimensional stimuli to two-dimensional stimuli with initial prompting required in preparation for the introduction of a Picture Communication System (PECS).

Recommendations:

- Practice program as demonstrated during this consultation.
- Initially, present up to two items (one preferred and one non-preferred) on the table. Note: there must always be at least one known preferred item present.
- Once John has demonstrated mastery of making a choice when presented with one preferred item and one non-preferred item, progress through the following steps systematically.
 - 1) Three items present (one preferred and two non-preferred).
 - 2) Three items present (two preferred and one non-preferred).
 - 3) Systematically increase the field size, always making sure that at least one item is non-preferred.
 - 4) Generalize the presentation of items (e.g., on the table, in the instructors hand, two dimensional items, on a shelf, on the floor). Also begin to include 2D stimuli.
- Consider a response incorrect if John chooses a known non-preferred item.
- Use this program as a tool to choose potential prizes for John to work for throughout the session, comparable to reinforcement sampling.

Compliance

Come Here

S^D= "Come here."

R= John comes to the requested location.

Share

S^D= "Share."

R= John relinquishes the item in his hand and places it in the instructor's hand.

Relinquishing Items From Mouth

S^D= When John is mouthing an inappropriate object, "Put it down."

R= John takes the item out of his mouth and sets it down.

Reported Performance:

Come Here-Formal/Contrived Trials

Date Introduced: 2/1/2012

Times Practiced: 0

Correct Response Percentage: n/a

Prompt Percentage: n/a

Non-Response Percentage: n/a

Current: No longer requires practice

Come Here-Informal/Natural Opportunities

Date Introduced: 11/5/2012

Times Practiced: Data Collected Each Session (30+ Sessions)

Correct Response Percentage: 87%

Prompt Percentage: 3%

Non-Response Percentage: 1%

Share

Date Introduced: 4/10/2012

Times Practiced: 20

Correct Response Percentage: 91%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Relinquishing Items from Mouth

Date Introduced: 12/4/2012

Times Practiced: 0

Correct Response Percentage: n/a

Prompt Percentage: n/a

Non-Response Percentage: n/a

Performance at Consultation:

John transitioned upon hearing the instruction, "come here," when practiced informally, throughout the consultation, without prompts on nine out of ten trials. He has made significant progress in the area of transitioning when enticements are not provided. Enticements/contracting was systematically faded across the last two months. He shared items upon request across all trials when the instruction, "share" was used. When instructions were generalized (e.g., please hand that to me) compliance decreased. A new compliance target was addressed during this consultation in an effort to reduce John's mouthing of inappropriate objects. When provided with the instruction, "put it down" when an inappropriate item was in his mouth, John was prompted to set the item down immediately.

Recommendations:

Come Here

- The target is for John to come to the interventionist/person calling him.
- This program is to be practiced every time you call John over to practice a program.
- If John comes over independently immediately provide verbal praise, provide access to tangible reinforcement. John is allowed to play with his reinforcer for up to one minute, or award a token.
- If John requires prompting to the learning area, reinforce with verbal praise only. Consider a prompted trial from this point forward if John requires enticement) being shown the reinforcer) before the instruction is provided.
- Data for this program should be collected as follows: Please record data on each opportunity John is called to the table for a program. Log whether it was independent, incorrect, non-response or prompted as well as the level of prompting. A trial is considered a non-response if John does not move; a trial is considered an incorrect response if John does anything else except come to the learning area.
- Fade auditory cues when providing the instruction (tapping the chair) and do not contract for a reinforcer or proactively disengage him from his free time activity prior to calling him to the learning area.

Share

- Continue to practice sharing more preferred items.
- Begin to generalize the instruction. It may be beneficial to build the instructions systematically (i.e., from two words [e.g., "share please]) to more complex phrases like, "please hand that to me."

Relinquishing Items From Mouth

- Practice this program formally each session.
- Present John with an item that occasions mouthing.
- Once the item touches his mouth, present the vocal instruction.
- Provide initial prompts to set the item down. Fade prompts as skills permit.

Matching

Two-Dimensional to Two-Dimensional

S^D1= "Put with (item)." + present 2D item.

R1= John matches correct corresponding picture.

Reported Performance for Colors:

Date Introduced: 10/17/2012

Times Practiced: 19

Mastered Responses: 11

Correct Response Percentage: 98%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Reported Performance for Objects:

Date Introduced: 08/20/2012

Times Practiced: 22

Mastered Responses: 22

Correct Response Percentage: 100%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Reported Performance for Shapes:

Date Introduced: 10/7/2012
Times Practiced: 12
Mastered Responses: 8
Correct Response Percentage: 96%
Prompt Percentage: 0%
Non-Response Percentage: 2%

Reported Performance for Letters:

Date Introduced: 11/5/2012
Times Practiced: 23
Mastered Responses: 11
Correct Response Percentage: 73%
Prompt Percentage: 8%
Non-Response Percentage: 1%

Performance at Consultation:

During this consultation, John initially matched two-dimensional stimuli on all trials without prompting. The time that he was shown the match card was slightly reduced, requiring a higher level of attention on John's part and decreased correct responding towards the end of the sitting.

Recommendations:

- Introduce targets systematically (i.e., one-at-a-time) if needed. Probe regularly.
- Consider a target mastered when the item can be random rotated with other mastered items with a score of 80% or higher across two or three days.
- Within the 2D formats, generalize the format. Hold the match card up and require John to retrieve it's corresponding from the table and give it to the instructor. As success allows, decrease the time that the card is held up for John, requiring greater attention across time.
- Make sure to capture his attention, say the name of the label only, and then flash the matching card.
- Separate the data and target list across all matching formats.

Non-Verbal Imitation

Single Actions

S^D= "Do this" + perform an action.

R= John imitates action.

Reported Performance with Objects:

Date Introduced: 2/1/2012
Times Practiced: 18
Mastered Responses: 15
Correct Response Percentage: 85%
Prompt Percentage: 4%
Non-Response Percentage: 5%

Reported Performance Gross Motor:

Date Introduced: 2/4/2012
Times Practiced: 30
Mastered Responses: 25
Correct Response Percentage: 91%

Prompt Percentage: 6%
Non-Response Percentage: 0%

Chains

S^D= "Do this" + perform actions.

R= John imitates actions.

Reported Performance:

Date Introduced: 08/20/2012

Times Practiced: 22

Mastered Responses: 8

Correct Response Percentage: 78%

Prompt Percentage: 4%

Non-Response Percentage: 0%

Performance at Consultation:

This program was not demonstrated during this consultation.

Recommendations:

- Continue to probe new items regularly and introduce new items as needed in the singles format.
- In chaining, continue to teach new action chains in mass trials until John is able to imitate novel chains.
- Make sure to maintain mastered chains when teaching new ones.

Object Labels

Receptive

S^D= "Give me (item)."

R= John gives the therapist the correct item.

Reported Performance:

Date Introduced: 06/20/2012

Times Practiced: 27

Mastered Responses: 10

Correct Response Percentage: 85%

Prompt Percentage: 1%

Non-response Percentage: 1%

Performance at Consultation:

Up until very recently, John had made minimal gains in the area of receptive language. Within Object Labels, several targets have been mass trialed, over great periods of time without signs of discrimination and mastery. During the previous reporting period, new and very reinforcing and familiar items (Spiderman and cookie) were probed in random with success. Since then, several additional items have been probed with success as well. During this, the most current consultation, neutral (i.e., unfamiliar/unreinforced) distracters were added to the field. This decreased John's independent correct responding, indicating that he was likely using a process of elimination strategy to achieve correct responding on some of the trials throughout the consultation and reporting period.

Recommendations:

- Probe new items regularly. Use three-dimensional stimuli.
- Systematically teach problematic targets.
- Do not forget to practice random rotation of mastered objects every third or fourth sitting while introducing new targets.
- Make sure neutral distracters are systematically similar to the target. Neutral distracters must always be present.

Play Skills

S^D= "Do (activity)."

R= John completes activity independently with appropriate behavior.

Reported Performance:

Puzzles

Date Introduced: 08/04/2012

Times Practiced: 25

Mastered Responses: 12 (puzzles)

Correct Response Percentage: 93%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Stringing Beads

Date Introduced: 10/7/2012

Times Practiced: 18

Mastered Responses: 20 beads

Correct Response Percentage: 58%

Prompt Percentage: 8%

Non-Response Percentage: 0%

Mr. Potato Head

Date Introduced: 10/7/2012

Times Practiced: 24

Mastered Responses: All Pieces

Correct Response Percentage: 55%

Prompt Percentage: 13%

Non-Response Percentage: 0%

Performance at Consultation:

During this consultation, John practiced stringing beads. He demonstrated off task behavior across a majority of the trials. The task was reduced to five pieces; he was dismissed, and then brought back later. 10 beads were targeted with success. During a subsequent and final sitting, he completed 15 beads on one out of two trials (one error due to off task behavior).

Recommendations:

- Puzzles: The current target is to teach appropriate play with puzzles (e.g., slide in and basic interlocking puzzles). On the problem puzzle piece for the acquisition puzzle, please velcro or tape the piece into place and move on to another puzzle.
 - Task Completion: The current target is to teach appropriate play with the following activities: Mr. Potato Head and stringing beads.
-

- Increase the number of pieces systematically for each play skill. Begin sittings by requiring completion of one piece. If successful, require a chain of two. Continue to increase the number of pieces required per trial.
- Acquisition targets used in this program are only to be practiced during sessions (i.e., not outside of sessions) at this time. Likewise, all targets should be practiced at the table and not during free time.
- For potato head, require John to place each piece in its appropriate location.
- Data for this program should be collected as follows: Be sure to collect discrete trial data for each piece presented. However, only one instruction should be presented for the entire chain.

Receptive Instructions

S^D= "(Action/Instruction)."

R= John performs the requested instruction.

Reported Performance with Objects:

Date Introduced: 06/20/2012

Times Practiced: 0

Current Target: ON HOLD

Correct Response Percentage: n/a

Prompt Percentage: n/a

Non-Response Percentage: n/a

Reported Performance for Gross Motor:

Current Target: 4

Correct Response Percentage: 91%

Prompt Percentage: 7%

Non-Response Percentage: 0%

Performance at Consultation:

Within this formal program, John has not demonstrated mastery of any instructions; however, instructions provided incidentally and contextually throughout therapy times have yielded higher accuracy rates (Come Here, Go Play, Sit Down). A probe of these instructions with an acquisition receptive instruction (Pat Legs) was conducted during the first part of this consultation with signs of success. During the second half of this consultation, John was responding to these instructions in random rotation with rates indicating mastery. A new instruction, knock was introduced as well, in mass trials. Prompting was required across the first several trials, and then faded with success.

Recommendations:

- Continue to practice come here, go play, sit down, and pat legs in random rotation while teaching new instructions in mass trials.
- Provide maximum reinforcement for these program trials.

Responding to Name

S^D= "John."

R= John looks up and makes eye contact with the instructor.

Reported Performance:

Date Introduced: 10/7/2012

Times Practiced: 29

Correct Response Percentage: 91%
Prompt Percentage: 0%
Non-Response Percentage: 3%
Current Target: Looking within three seconds

Performance at Consultation:
This program was not demonstrated during this consultation.

Recommendations:

- As discussed and demonstrated at this consultation, please conduct this program with John seated at the table or floor.
- The target is for John to make brief eye contact (i.e., approximately one second) after his name is called. John should respond within three seconds of the instruction being delivered.
- Use a visual prompt (i.e., holding a desired item near eyes) as necessary. Be sure to fade this prompt systematically.
- Start sittings face to face and systematically increase distance across trials as success allows. Once John is responding with increased distance, begin to engage him in an activity prior to providing the instruction. Require John to transfer attention from the activity to the instructor after his name has been called.
- For this report period, avoid calling his name unless the look contingency will be followed through with.

Self-Help

Undressing

S^D= "Take off (clothing items)."

R= John takes his socks off.

Reported Performance:

Date Introduced: 08/20/2012
Times Practiced: 18
Mastered Responses: 4
Current Target: Pants off
Correct Response Percentage: 89%
Prompt Percentage: 0%
Non-Response Percentage: 2%

Drinking from Cups

S^D= "Take a drink."

R= John drinks from cup.

Reported Performance:

Date Introduced: 08/20/2012
Times Practiced: 22
Correct Response Percentage: 50%
Prompt Percentage: 17%
Non-Response Percentage: 0%
Current Target: 2.5 tablespoons

Performance at Consultation:

During this consultation, John removed his socks and pants without prompts. When shirt was practiced, although previously considered mastered, he did not demonstrate independence. This is likely due to the shirt being utilized was a novel shirt.

Recommendations:

Undressing

- Practice shirt off at a higher frequency, making sure to generalize to tighter shirts and long-sleeve winter shirts.

Drinking

- Systematically increase the amount of liquid in the cup.
- End trials immediately for spillage.
- During sessions, allow John to drink from the transitional cup only.

Sorting

3D-Identical/2D Non-Identical

S^D1= "Sort" + present items.

R1= John sorts the presented items to their corresponding piles.

Reported Performance:

Date Introduced: 10/7/2012

Times Practiced: 13

Mastered Targets: Sorting 4 items

Correct Response Percentage: 100%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Performance During Consultation:

This program was not demonstrated during this consultation.

Recommendations:

- Plates with seeds (examples) should always be presented in a field of three minimally.
- The current target is for John to sort two consecutive objects per one instruction to the examples provided.
- Systematically increase the number of items he is required to sort as success allows.

Sound Discrimination

S^D= "Get (item)" + tutor manipulates (sound item).

R= John demonstrates discrimination of item by selecting the card that matches the sound.

Reported Performance:

Date Introduced: 08/20/2012

Times Practiced: 31

Correct Response Percentage: 91%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Mastered Responses: 9

Performance at Consultation:

John has demonstrated mastery of imitating objects from sound alone (e.g., when a sound is presented, he will identify the object that makes the sound by selecting the item from a field of 3-4 and manipulating the object).

Recommendations:

- As recommended, practice this program using simple sound producing targets (e.g., maraca, drum, electronic devices that produce a specific sound).
- Visual prompts (modeling the action in front of John) should be used initially, but faded out before introducing a second target.
- Unless prompting, provide the model outside of John's visual range.
- Begin to have John select the picture based on the presented sound rather than the actual object.

Verbal Imitation

Fill in the Blank

S^D = (Sequence of words).

R = John says last word.

Sequence Presentation

S^D = (Sequence of words with pictures).

R = John says last word.

Words/Sounds

S^D = "Say (word/sound)."

R = John says word/sound.

Reported Performance:

Sequence Presentation

Correct Response Percentage: 33%

Approximation Percentage: 39%

Non-Response Percentage: 0%

Sounds

Mastered Responses: 28

Correct Response Percentage: 39%

Approximation Percentage: 12%

Non-Response Percentage: 0%

Words

Correct Response Percentage: 19%

Approximation Percentage: 58%

Non-Response Percentage: 1%

Performance During Consultation:

This program was not formally demonstrated during this consultation; however, John did approximate verbal sound imitations on several occasions throughout the consultation.

Recommendations:

- Verbal Imitation must be practiced each and every session.
-

- Make sure to take an inventory of the words you hear John say and imitate throughout the day.
- Sequence Presentation: Present the photo album with the three pictures in a row made at this consultation.
- Point to each picture, saying the word as you point. Go through the sequence two to three times, and on the last sequence when pointing to the last picture leave the word blank and see if John will fill it in (e.g., pink, green, _____”).
- Alternate between pages each sitting.
- Take data on the last picture only.
- Words: The goal is to get John to imitate words without a microphone.
- Make a target list of words John can imitate.
- Probe novel words adding the words he imitates to the list.
- Make sure to maintain words John imitates every other sitting.
- Data for all formats of this program should be collected as follows:
 - If John imitates the sound/word clearly (i.e., it would be understood by an unknown person entering the room) record the trial a correct response (i.e., 3).
 - If John provides an approximation of the presented sound/word (i.e., anything else) record the trial as an approximation (i.e., 2).
 - If John does not respond then the trial should be recorded as a non-response (i.e., 0).
 - If a visual prompt was used, mark a “P” along with the corresponding number to indicate if the prompt was effective.
 - At the end of the month, please calculate an average score for all independent “3”, and “2”, and “0”
 - When recording data daily on the datasheet, please calculate the daily average for independent correct percentages (i.e., the prompts recorded should be used by instructors to refer back to in order to determine effective prompts).

Report Prepared by:
Suzie Johnson
Behavioral Consultant

Date

Minimum Requirements for a Targeted Extensive Behavior Plan Progress Report

- 1) Child name, age, birthdate, AR, address, plan type and plan period.
- 2) Provider company name, consultant name.
- 3) Supervision dates, times for the quarter, separated by month.
- 4) Intervention hours for the quarter, separated by month (AR hours separated from interventionist hours). Use table provided below.
- 5) Child background information.
- 6) Parent Concerns and how they are being addressed.
- 7) Quarterly Objectives relating to plan targets.
- 8) Baseline data quarterly objectives.
- 9) Summary of current data on quarterly objectives (Cannot be a narrative only. Must include actual data and data collection methods).
- 10) A list of all concepts/program on acquisition. Indicate which programs are being conducted by AR.
- 11) Date of introduction for each concept/program/format.
- 12) Correct response, prompted response, mastered number of targets, number of times practiced if possible, detailed program instructions/recommendations for each.
- 13) A running list of concepts/programs mastered to date.
- 14) Behavior plan with proactive strategies and data summary, reinforcement system for increasing desired behavior.

ATAP Targeted Extensive Behavior Plan Progress Report EXAMPLE

****Confidential****

Child:	John Smith
Date of Birth:	November 25, 1999
Parents/Authorized Representative:	James and Mary Smith
Address:	Street City, State, Zip Code
Age at Current Consultation:	12 years, 5 months
Date of Initial Consultation:	June 1, 2012
Date of Current Consultation:	September 23, 2013
Length of Consultation:	3 hours
ATAP Plan Type/Length:	Extensive Plan 6/1/2012-5/31/2013
Average Weekly 1:1 Hours:	16
Provider:	ABA Provider
Behavioral Consultant:	Suzie Johnson
Persons in Attendance:	Mary, James, and John Smith, and Interventionist Patricia Jones
Date Drafted:	September 23, 2012
Date Edited:	September 24, 2012

- A parent or guardian 21-years or older must be at the residence throughout teaching times and an AR must be present workshop consultations.

Methodology and Measurement

The ABA Provider curriculum and structure are used. Skills are taught using discrete trial teaching in adherence with discrimination-learning procedures, including systematic introduction of prompts that are faded over time as skills are acquired. Generalization strategies across people, environments, stimuli and instruction are introduced following evidence of discrimination (i.e., as

skills permit). Behavior-specific praise and differential reinforcement are delivered during teaching hours. Anecdotal data and discrete trial data are taken as necessary.

Background Information and Program Update

John is a 12-year-old boy who resides with his parents and older brother. Dr. Doctor diagnosed John with autism on July 6, 2004. Mr. and Mrs. Smith approached The ABA Provider to address communication, behavior, and daily living concerns. John's last consultation was conducted on August 10, 2012. This quarterly report was based on data on observations from the July-September 2012 consultations. A baseline report was provided in June following the initial consultation. See the table below for a summary of hours:

Quarterly Hours				
	June	July	August	Total
Supervision	12	4	3	19
Interventionist	25	51	46	122
AR	21	23	25	69
Total	58	78	74	210
Weekly Average	13	18	17	16

ATAP Goals and Plan Targets

The ABA Provider verifies that John's all ATAP goals and plan targets for a Targeted Extensive Behavior Plan are being addressed in his home-intervention program. A consultant from The ABA Provider supervises the home interventionists and parents at least once per month for three to four hours. Direct parent training, independent of interventionists, account for 30-60 minutes per month. Further, The ABA Provider consultant provides recommendations and training to the interventionists and parents in order to address John's goals and plan targets set forth in the ATAP Service Plan.

Measured targets for John include the ability to demonstrate: 1) On-task behavior by referencing visual schedules 2) An increase in language and communication skills 3) An increase in independent daily living skills 4) A decrease in aggressive behavior 5) A decrease in escape and avoidance behavior 6) A decrease in stereotyped repetitive behavior 7) An increase in age-appropriate leisure/play skills 8) Refraining from taking food from others

Baseline Data, goals, and progress updates for the PREVIOUS quarter across specific programs are indicated below. New goals will be created for the upcoming quarter. Note that objectives were met (progress toward plan targets); however, ATAP plan targets are not at mastery level.

1) Decrease Aggressive Behavior/Escape & Avoidance

Addresses ATAP targets: Decrease aggressive behavior and Decrease in escape and avoidance behavior.

Quarterly Goal: Will increase compliance as demonstrated by earning the contracted reinforcer for remaining in designated area and refraining from aggressive behavior 50% of opportunities. Baseline: During the initial consultation, John earned the contracted reinforcer across 38% of presented opportunities for remaining in designated and refraining from aggressive or protest behavior during periods of instruction.

Mastery Level: Achieved. Data for the most recent data reporting period indicate John earns reinforcement 60% of opportunities.

2) Brushing Teeth

Addresses ATAP targets: Increase independent daily living skills and increase on-task behavior by referencing visual schedules.

Quarterly Goal: Will stay on task during brushing teeth routine as well as brush with accuracy and decreased supervision (adult at least 5 feet away).

Baseline: Requires 8 prompts with adult 2-3 feet in proximity.

Mastery Level: Partially Achieved. John requires prompts to remain on task 1.9 times per opportunity and prompts for accuracy 2.8 times per opportunity.

3) Scheduling

Addresses ATAP target: Increase on-task behavior by referencing visual schedules.

Quarterly Goal: Will set timer for target interval when presented from vocal or written instruction with 80% accuracy or above. The timer will be used within an activity schedule to be introduced during the 2nd or 3rd quarter for completion of open-ended leisure activities.

Baseline: Required initial prompting. Prompts were faded across trials within the sitting, but not able to be faded across sittings.

Mastery Level: Achieved. Current response rates are at 93%.

4) Meal Times

Addresses ATAP plan target: Refrain from taking food from others.

Quarterly Goal: Will refrain from reaching towards other's food, taking other's food, and touching other people and their food during mealtimes 40% of opportunities.

Baseline: 15%, meaning 85% of opportunities, John responds inappropriately by reaching, touching, grabbing.

Mastery Level: Achieved. Currently, John will refrain from grabbing others food 51% of presented opportunities.

Baseline Data, goals, and progress updates for the UPCOMING quarter across specific programs are indicated below. New goals will be created for the upcoming quarter.

1) Decrease Aggressive Behavior/Escape & Avoidance

Addresses ATAP targets: Decrease aggressive behavior and decrease in escape and avoidance behavior.

Quarterly Goal: Will increase compliance as demonstrated by earning the contracted reinforcer for remaining in designated area and refraining from aggressive behavior 65% of opportunities.

Baseline: During the initial consultation, John earned the contracted reinforcer across 38% of presented opportunities for remaining in designated area and refraining from aggressive or protest behavior during periods of instruction.

Current for 9/23/2012: John earns reinforcement 60% of opportunities.

2) Brushing Teeth

Addresses ATAP target: Increase independent daily living skills and increase on-task behavior by referencing visual schedules.

Quarterly Goal: Will stay on task during brushing teeth routine as well as brush teeth with accuracy and decreased supervision (adult at least 5 feet away). No more than 1 prompt will be allowed to stay on task and no more than 2 prompts will be allowed for accuracy to meet quarterly goal.

Baseline: Requires 8 prompts with adult 2-3 feet in proximity.

Current for 9/23/2012: John requires prompts to remain on task 1.9 times per opportunity and prompts for accuracy 2.8 times per opportunity.

3) Leisure Skills

Addresses ATAP plan target: Increase age-appropriate leisure/play skills

Quarterly Goal: Two previously non-preferred activities will become preferred.

Baseline: Activities typically start out as non-preferred, but move to preferred through exposure and reinforcement.

4) Meal Times

Addresses ATAP target: Refrain from taking food from others.

Quarterly Goal: Will refrain from reaching towards other's food, taking other's food, and touching other people and their food during mealtimes 60% of opportunities.

Baseline: 15%, meaning 85% of opportunities, John responds inappropriately by reaching, touching, grabbing.

Current for 9/23/2012: John refrains from grabbing others food 51% of presented opportunities.

Parent Concerns

Parents have concerns regarding John's communication skills and would like to increase his skills using his communication device. Parents would also like to introduce handwriting. All concerns were discussed and addressed during this consultation, as indicated throughout this report. It was discussed that handwriting was not an ATAP plan target prioritized during the drafting of the service plan and the importance of dedicating supervision and treatment time to prioritized plan targets outlined will take precedent. Parents were encouraged to speak with their ATAP care manager if additional targets (a formal handwriting program) wish to be addressed now or in a future plan. Writing was however informally imbedded into a plan target (scheduling).

General Recommendations

John should continue to receive a minimum of 15 hours per week of one-to-one, in-home individualized instruction. It is recommended to conduct teaching sessions for a maximum of three hours, up to two times per day. Each hour should consist of approximately 45 minutes of one-to-one instruction, followed by an extended 10 to 15-minute break period.

- Interventionists must be familiar with behavioral learning principles and trained to teach according to discrete trial procedures and discrimination-learning procedures. It is recommended that interventionists and parents receive continuous training on a regular basis (e.g., once per month) by The ABA Provider consultant.
- At least one parent and all interventionists should attend workshop consultations, take notes and review the following consultation report.
- It is strongly recommended that parent(s) and interventionists meet on a weekly or every other week basis to discuss programs and procedures and to work with John in order to facilitate consistency across interventionists.
- E-mail, fax, or mail program updates to the consultant at least three days prior to a workshop to allow for adequate preparation.

Specific Behavior Recommendations

Aggression/Escape

- Create a written schedule at the beginning of each program block on the white board. Require John to copy the agenda to either a notebook to practice writing skills or within his iPad to practice typing.
- At the beginning of each program or required task, contract for a reinforcer (snack, 1 minute of iPad play) and write the contracted reinforcer next to the task.
- Upon completion of the task, allow John access to the reinforcer.

- Response cost the reinforcer following any instance of aggression or escape behavior. Data Summary: During this report period, John earned his contracted reinforcer (i.e., refrained from escape and aggressive behavior) for 60% of presented opportunities. Response cost of the contracted reinforcer was necessary on 28% of opportunities; however, John corrected his behavior immediately following response cost. On 12% of opportunities he engaged in either escape or aggression, resulting in response cost; however, continued to demonstrate problem behavior for the remainder of the task. Common antecedents for escape and aggression include tying shoes, brushing teeth, and educational computer games.

Avoidance Behavior Via Bathroom Requests

- Continue to track bathroom requests and whether or not John actually voids. Data Summary: During this report period, John initiated bathroom requests 0-15 times per session. He voided in the bathroom following approximately 8% of requests.

Current Programs

The following is a list of John's programs, listed by domains required to be addressed and indicated in John's ATAP service plan, to be practiced on a current schedule (i.e., at least once per day). Current level and short-term recommendations for these programs discussed are presented. Parent programs are indicated by **. Parents to log data as an interventionist.

Behavior	Daily Living	Leisure Skills	Language/Communication
Self Monitoring	*Brush Teeth*	*Electronic Games*	Conversation
	Meal Times	Scheduling	*Requesting*
	Tying Shoes	*Toy Play*	

-Data and times practiced reflect dates 08/11/2012-09/21/2012-

Behavior

Self-Monitoring Protest and Stereotyped Behaviors

S^D= "Sit/stand nice and quiet."

R= John self-monitors for the target interval.

Addresses ATAP Targets:

Decrease stereotyped repetitive behavior

Decrease aggressive behavior

Decrease escape and avoidance behavior

Reported Performance:

Date Introduced: 6/1/2012

Times Practiced: 15

Correct Response Percentage: 84%

Correct Response Rate Range: 25-100%

Current Target: 3 Minutes

Performance at Consultation:

During this consultation, John self-monitored protest and stereotyped behaviors for intervals ranging from 1-3 minutes on eight out of 11 recorded opportunities.

Recommendations:

- Target self-monitoring intervals ranging from one to three minutes in isolated trials.

- A digital timer, along with a rule card reading quiet mouth, nice hands, keep personal space, and sit up should be present across all trials.
- At the beginning of each task, the rules are rehearsed, a reinforcer is contracted, and the timer is set for the target interval.
- Once the timer is started, begin the task/activity/program and award John the reinforcer at the end of the target interval for the absence of inappropriate behavior and the presence of appropriate target behaviors (e.g., sitting up with nice hands while quiet). Note: The quiet contingencies only target inappropriate vocalizations. Requests and responses to instructions are permitted and encouraged.
- Following inappropriate behavior, the contracted reinforcer should be removed and the target interval should be reset.
- Allow John to manipulate a small object such as a rubber band under the worktable to replace tapping. Access to this item should be removed for one minute if John begins to demonstrate non-responding to program instructions or if he manipulates the item above the worktable.

Daily Living Skills

Brushing Teeth

S^D= "Brush your teeth."

R= John brushes his teeth.

Addresses ATAP Targets:

Increase on-task behavior by referencing visual schedules

Increase independent daily living skills

Reported Performance:

Date Introduced: 6/1/2012

Times Practiced: 12

Prompts to Remain on Task: 1.9

Prompts for Accuracy: 2.8

Current Target: Decreasing Presence of Adult Supervision

Performance at Consultation:

During this consultation, efforts were made to generalize the brushing teeth target to John's mother as well as provide training on data collection procedures for the target. John continues to require supervision, although decreased, and prompts for accuracy.

Recommendations:

- Continue to fade the presence of adult supervision. The current target is five feet. The ultimate goal is for the adult to provide the instruction from anywhere in the home, John transitions to the bathroom, completes the steps, and returns.
- Track the prompts required to stay on task as well as the prompts required for accuracy. Report averages monthly to this consultant.
- Interventionists should practice this skill once per week and parents should practice it daily, but only collect data twice per week.

Meal Time

Refraining from Taking Food from Others

S^D= Presence of Meal

R= John refrains from taking food from others and/or asks permission to have food.

Addressed ATAP target:
Refrain from taking food from others

Reported Performance:

Date Introduced: 6/1/2012
Times Practiced: 10
Correct Response Percentage: 51.4%
Correct Response Rate Range: 31-63%

Performance at Consultation:

This program was not demonstrated during this consultation.

Recommendations:

- Conduct this program during naturally occurring meal times.
- Whenever possible, John's mother, father, and/or brother should be present and participating in the procedures.
- When John is enticed by others food, proactively prompt him to request the food item. Use a word card reading, 'Can I have _____' if necessary and beneficial.
- Model prompts (e.g., others requesting appropriately) may also be utilized.
- At this time, eye contact during the exchange is not required.
- Do not consider a correct response if John reaches for and/or touches the item while requesting. A correct response may only be recorded if John requests with his hands in a neutral position.
- You may response block touching by seating John farther away from the desired food item. Systematically fade the distance as success allows.
- If a request is made while reaching for and/or touching others food, provide verbal differential reinforcement (e.g., "thank you for asking, but you need to have nice hands while asking").
- Provide immediate reinforcement (e.g., the desired food item) upon appropriate requesting, even if the request is inarticulate. Shaping of verbal requests will be targeted at a later date.
- Once John has demonstrated mastery of requesting, denying access to the requested item will be addressed.

Tying Shoelaces

S^D= Tie your shoes.

R= John ties his shoelaces.

Addresses ATAP Target:
Increase independent daily living skills

Reported Performance:

Date Introduced: 6/1/2012
Times Practiced: 17
Correct Response Percentage: 69%
Correct Response Range: 0-100%
Prompt Percentage: 3%
Current Target: Entire chain with visual prompts (see below)

Performance at Consultation:

During this consultation, John demonstrated increased independence across all steps required for shoelace tying. He also demonstrated decreased rates of aggressive behavior (swatting at interventionists) across trials as compared to previous consultations.

Recommendations:

- Continue to teach shoe tying. Until prompts are faded, do not require John to practice shoe tying while the shoes are on his feet. The shoes may be initially placed on the table in front of him.
- Visual prompts (colored shoelaces-one red, one white and markings to indicate where to pinch loops) should be provided, but faded out as soon as possible as success allows.
- Make sure the prompt to indicate where to pinch loops is never more than one inch from the base; otherwise the loops will be too large and loose.
- Following an error, require John to untie the shoe and start over from step one.

Leisure Skills

Electronic Games

S^D= "Play (electronic game)."

R= John plays the game for the determined time period.

Addresses ATAP Targets:

Increase age-appropriate leisure/play skills

Increase on-task behavior by referencing visual schedules

Reported Performance for Educational Computer Games:

Date Introduced: 6/1/2012

Times Practiced: 12

Correct Response Percentage: 73%

Correct Response Range: 10-100%

Prompt Percentage: n/a

Current Target: 3 Minutes of Engagement

Reported Performance for Preferred iPad Games:

Date Introduced: 6/1/2012

Times Practiced: 11

Correct Response Percentage: 98%

Correct Response Range: 00-100%

Prompt Percentage: n/a

Current Target: One to Three Minutes of Engagement

Turning iPad off when timer expires: 57%

Reported Performance for Less-Preferred iPad Games:

Date Introduced: 6/1/2012

Times Practiced: 19

Correct Response Percentage: 63%

Correct Response Range: 12-100%

Prompt Percentage: n/a

Current Target: 3 Minutes of Engagement

Performance at Consultation:

John demonstrated a significant increase in his tolerance to play non-preferred games on the iPad as compared to previous report periods. Aggression has decreased and tolerance has increased. The team indicated that games frequently start off as non-preferred, then move to preferred after a reporting period.

Recommendations:

- Practice a variety of computer and iPad games and activities.
- Obtain a list of desired games from John's parents.
- Systematically increase the time of required game play. Begin with one minute.
- When targeting preferred games, reinforcement should be provided for closing out of the game at the target interval. When targeting non-preferred, reinforcement should be provided for engagement in game.
- Please have the school provide a list of appropriate school-related, educational computer games.

Scheduling

S^D= Varies depending on target.

R= Varies depending on target.

Addressed ATAP Target:

Increase on-task behavior by referencing visual schedules

Reported Performance for Indicating Completion of Task:

Date Introduced: 6/1/2012

Times Practiced: 15

Correct Response Percentage: 70%

Correct Response Range: 38-100%

Prompt Percentage: n/a

Current Target: Crossing off task on written schedule upon completion

Reported Performance for Setting an Activity Timer:

Date Introduced: 6/1/2012

Times Practiced: 20

Correct Response Percentage: 93%

Correct Response Range: 56-100%

Prompt Percentage: n/a

Current Target: Setting timer for up to 10 minutes from verbal/written instruction

Program Update/Performance at Consultation:

This program was introduced to prepare John for skills necessary future for activity scheduling. John has demonstrated mastery of setting a timer for intervals up to 10 minutes from a written or verbal instruction. He demonstrated this skill during this consultation with accuracy on three out of three presented opportunities. He demonstrated decreased accuracy when indicating the completion of a task on his schedule by crossing it out with decreased accuracy during this consultation, possibly due to the new format of scheduling (John writes his own schedule out).

Recommendations:

- Practice setting the timer on mass trials and generalize to naturally occurring situations frequently. Rotate intervals up to 10 minutes.

- Initially, present all instructions verbally. Once John has demonstrated mastery of setting the timer from a vocal instruction, generalize to setting it from a written instruction.
- Continue to target indicating completion. At the end of a task, John should cross the activity/program off of his schedule without any prompts to consider a correct response.

Toy Play

S^D= "Play with (toy/activity)."

R= John plays with the toy/activity appropriately.

Addresses ATAP Target:

Increase age-appropriate leisure/play skills

Reported Performance for Legos:

Date Introduced: 6/1/2012

Times Practiced: 0

Correct Response Percentage: Not Practiced This Month

Correct Response Range: n/a

Prompt Percentage: n/a

Performance at Consultation:

The team has expressed concerns regarding John's interest and competency in the current target (small legos) and during this consultation, discussed the introduction of a new target, kid-k'nex.

Recommendations:

- Lego's may be placed on hold for the time being and kid k'nex may be introduced.
- Teach John to use the visual instructions to assist in building.
- It is critical that new age-appropriate targets are identified and materials are purchased so that acquisition across multiple targets/leisure skills may be made.

Language/Communication

Conversation/Comment Exchanges

S^D= Varies depending on format.

R= John responds based on format.

Addresses ATAP Target:

Increase language and communication skills

Reported Performance:

Date Introduced: 6/1/2012

Times Practiced: 18

Correct Response Percentage: 79%

Correct Response Rate Range: 59-100%

Prompt Percentage: 11%

Mastered Targets: 7

Current Target: Address

Performance at Consultation:

During this consultation, John vocally responded to conversational questions and statements with accuracy across all trials. Responses for mastered targets were added to the communication device and generalized with minimal difficulty.

Recommendations:

- Practice this program as discussed during this consultation using vocal responses and responses on the communication device.
- A variety of formats may be targeted; however, place an emphasis on the most common and functional conversation exchanges.

Requesting

S^D= Presentation of reinforcer.

R= John requests using his device.

Addresses ATAP Target:

Increase language and communication skills

Reported Performance for Getting Communicative Partner's Attention:

Correct Response Percentage: 66%

Prompt Percentage: 18%

Correct Response Range: 46-100%

Reported Performance for Waiting for Communicative Partner's Attention:

Correct Response Percentage: 85%

Prompt Percentage: n/a

Correct Response Range: 58-100%

Reported Performance for Requesting Item:

Correct Response Percentage: 86%

Prompt Percentage: 6%

Correct Response Range: 75-100%

Performance at Consultation:

John requested items after being presented with a reinforcer using a communication device. Efforts were made to increase the communication level and intent of the exchanges by requiring John to gain the attention of his communicative partner. It is apparent that trials still need to be very contrived for John to communicate his needs appropriately.

Recommendations

Requesting

- Teach exchanges using highly desired items.
- Conduct reinforcement sampling prior to practicing this program to identify desired items.
- Never provide the verbal instruction, "What do you want" when practicing Phase I or II.
- Pair the exchange with spoken language.
- Always use a second instructor for prompting. The communicative partner (the instructor presenting the reinforcer) should never prompt during Phase I or II.
- The prompter should insert their prompt no sooner than John reaching for the desired reinforcement.

- Once John reaches for the reinforcer, the prompter should direct John's hand to select the communication device.
- Since John is consistently responding correctly across Phase I without prompts, continue to increase the distance between the communicative partner and John before increasing the distance between the communication device and John. When traveling, John must wait to get the communicative partners attention before requesting the desired item.
- Attempt to practice a minimum of 30-50 exchanges per day.
- Target Phase III (Discrimination) on a current schedule once distance and persistence has been mastered. The new target behavior is to choose from a large field and accept choice. After presenting choices, require John to choose within two seconds.
- Once John has demonstrated mastery of discrimination, begin the correspondence check procedures. They are the same as discrimination, except now John should not be given the chosen item, he should retrieve it himself.
- Make sure John is gaining the attention of the communicative partner before requesting.
- Requesting help may also be added to the device.

Report Prepared By:
Suzie Johnson
Behavioral Consultant

Date

Minimum Requirements for a Basic Behavior Plan Progress Report

- 1) Child name, age, birthdate, AR, address, plan type and plan period.
- 2) Provider company name, consultant name.
- 3) Supervision dates, times for the quarter, separated by month.
- 4) Intervention hours for the quarter, separated by month (AR hours separated from interventionist hours).
- 5) Child background information.
- 6) Parent Concerns and how they are being addressed.
- 7) Complete List of ATAP Measurable Plan Targets.
- 8) Quarterly Objectives relating to plan targets.
- 9) Baseline data on plan targets.
- 10) Summary of current data/status on plan targets (Cannot be a narrative only. Must include actual data and data collection methods).
- 11) Recommendations/program instructions for plan targets. Should be very detailed especially if recommendations are for ARs.
- 12) Behavior plan with proactive strategies.

ATAP Basic Plan Progress Report EXAMPLE

****Confidential****

Child:	John Smith
Date of Birth:	January 1, 2004
Parents/Authorized Representative:	James and Mary Smith
Address:	Street City, State, Zip Code
Age at Current Consultation:	9 years, 3 months
Date of Initial Consultation:	September 1 and 2, 2012
Date of Current Consultation:	April 1 & 2, 2013
ATAP Plan Type/Length:	Basic Targeted Behavior Plan 9/1/2012-8/30/2014
Length of Current Consultation:	7 hours, 30 minutes
Average Weekly 1:1 Hours:	4.5 Since 3/1/2013
Provider:	ABA Provider
Behavioral Consultant:	Suzie Johnson
Persons in Attendance:	Mary, James, and John Smith, and Interventionist Patricia Jones
Date Drafted:	April 20, 2013
Date Finalized:	April 21, 2013

Background Information and Initial Parent Concerns

John is a 9-year-old boy who resides with both parents and three siblings. Dr. Doctor diagnosed John with autism at the age of three. Mr. and Mrs. Smith contacted ABA Provider to initiate services to address John's delays across general compliance, social problem solving, coping skills and frustration tolerance. Per parent report (collected at intake and during the initial consultation), John does not consistently comply with parent instructions, and exhibits aggressive behavior toward his parents, siblings, and peers. He also lacks the ability to self-monitor his own behavior and exhibits repetitive and stereotyped behavior. He does not demonstrate consistent on-task behavior, especially during daily routines and household chores. These behaviors were also observed during follow-up consultations.

Program Update and Ongoing Parent Concerns

The ABA Provider has been providing in-home parent training to address behavioral concerns since September of 2012. A total of 63 training/supervision hours have been provided to date, including this consultation.

Quarterly Hours				
	January	February	March	Total
Supervision	8	8	7.5	23.5
Interventionist	0	0	20	20
AR	14	22	19	55
Total	22	30	46.5	98.5
Weekly Average	5.5	7	11	8

Since services began, overall increases in appropriate behavior and overall decreases in inappropriate behavior have been tracked. It was reported that John's routine varied greatly during the report period due to Spring Break and John's case of pneumonia. During this, the most recent quarter, John received student of the month. The addition of an interventionist was also included within John's plan during this quarter and has helped tremendously with parent training, increased opportunities for role-play, and accuracy of data collection, reporting of behavior, and a greater sense of direction for monthly objectives based on specific records of antecedents and setting events.

Although John has demonstrated an increase in coping strategies (bargaining, retreating from stressful situations), parents report an excess escape behavior (retreating to his room following an instruction/demand, without communication) which interferes with overall functioning/completion of household chores and homework. These concerns were addressed during this consultation via revisions to his behavior plan. Parents are also concerned with the point system and desire to decrease to a system that does not require reinforcement of each desired target behavior. Parents proposed a system where John's daily "overall" behavior would be rated as either great, good, or poor. This concern was addressed by this consultant and the ongoing need to continue to frequently reinforce individual behaviors to maximize behavior change was discussed. This consultant may adapt the frequency of reinforcement during the next consultation or during the last quarter of treatment to make it more manageable for parents.

ATAP Goals and Plan Targets

The ABA Provider verifies that John's ATAP goals and plan targets for a Targeted Basic Behavior Plan are being addressed in his home-intervention program. A consultant from The ABA Provider supervises the home program approximately for least eight hours per month. Further, The ABA Provider consultant provides recommendations and training to the interventionist and parents in order to address John's goals and plan targets set forth in the ATAP Service Plan.

Although John's behavioral excesses and deficits are still present, he has made significant progress towards his defined ATAP goals and objectives. He demonstrates an increase in coping strategies when presented with a stressful situation, especially in contrived settings. Parent training has been critical in this process as they have learned to identify common antecedents, allowing them to predict John's behavior which in turn allows them to implement defined proactive procedures to avoid and deescalate protest behavior.

ATAP measured targets for John include the ability to demonstrate: 1) Compliance to direct instruction upon first request with 80% accuracy; 2) Appropriate coping strategies when stressors are present on four out of five opportunities, and; 3) An increase in independence and accuracy with daily living skills such as household chores and hygiene routines.

Baseline Data, Current Levels, and Goals for the quarter across specific programs are indicated below:

1) Decrease Protest and Tantrum Behavior

Quarterly Goal: John will demonstrate decreases in protest frequency, duration, and intensity, measured weekly.

Baseline: Per parent report, John demonstrated, on average, 25 protests per week.

Current as of 12/2012 Parent Report: Parents report a significant decrease in protest behavior.

Approximately 18 protests per week have occurred. Parents also reported a decrease in duration and intensity overall. Protest behavior was been markedly lower during the course of the December consultation as compared to the initial and were much lower in intensity and duration.

Current as of 1/2013 Parent Report: Parents report a slight increase in moderate and high level-duration; however, less frequency of low intensity protests. Approximately 16 protests per week have occurred. Two protests with high duration (almost one hour) and moderate intensity (no aggression towards people; however, some aggression towards objects) were observed during this consultation. Suspected functions include access to prompting for challenging tasks and escape from a challenging task.

Current as of 4/2013 Parent Report/Calendar Data: Parent data for the data reviewed, indicates 9 protests per week have occurred. See details relating to duration and intensity in the table located below. It also important to note that during March, John demonstrated 4 days without any acts of protest behavior (May 2, 7, 14, and 29).

Status: Progress towards goal achieved as evidenced by a decrease in frequency, intensity, and duration of protest behavior.

Future Goal: It is recommended to continue this goal.

2) Increase in Compliance and Tolerance

Quarterly Goal: John will increase compliance to direct instructions.

Baseline: Parents tracked frequency of compliance and tolerance via John's "Good Choice" chart across report periods. The first period of data included an average of 2 acts of compliance per day. During the initial consultation, John responded correctly to instructions provided on the first time, with 38% accuracy.

Current as of 12/2013 Parent Report and Parent Data Review: This reporting period indicated a significant increase in compliant behavior, with John demonstrating an average of 6 acts of compliance per day. John responded correctly to instructions provided on the first time, with 38% accuracy during the period of this report.

Current as of 1/2013 Parent Report and Parent Data Review: The most current reporting period indicates continued increased compliance, with John demonstrating an average of 8 acts of compliance each day. During this report period, John responded correctly to instructions provided on the first time, with 42% accuracy.

Current as of 4/2013 Parent Report and Parent Data Review: The most current reporting period indicates continued increased compliance, with John demonstrating an average 17 acts of compliance per day. John responded correctly to instructions provided on the first time, with 66% accuracy.

Status: Progress towards goal achieved as evidenced by an increase in compliance.

Future Goal: It is recommended to continue this goal.

3) Increase in On-Task Behavior During Household Chores and Homework

Quarterly Goal: John will require decreased prompts for accuracy and on-task behavior when required to complete simple household chores.

Baseline: During this consultation, John required 50+ prompts to put away his laundry.

Current as of 12/2012 Parent Report and Consultant Observation: During the December consultation, John demonstrated 4 prompts to put his clothes away, with the use of coping strategies. Role play was conducted immediately prior and prompts required during the activity related to the use of his coping strategies/bargaining tools. Data collected during the period by the parent indicates John requires an average of 15 prompts to complete any given activity requiring more than 3 minutes of on-task behavior.

Current as of 1/2013 Parent Report and Consultant Observation: Several prompts (20+) were required during this consultation to complete his homework (emptying the dishwasher). Data collected during the period by the parent indicates John requires an average of 13 prompts to complete any given activity requiring more than 3 minutes of on-task behavior.

Current as of 4/2013 Parent Report and Consultant Observation: Several prompts were required to stay on task during a role-play activity during this consultation.

Status: Progress towards goal achieved as evidenced by a decrease in the average number of prompts required to stay on-task/use coping strategies during tasks lasting more than 3 minutes. Team was trained on more precise data collection methods.

Future Goal: It is recommended to continue this goal.

4) Increase in Appropriate Coping Strategies

Quarterly Goal: John will demonstrate appropriate coping strategies across different scenarios without prompts.

Baseline: John has not demonstrated mastery of any coping strategies.

Current as of 12/2012 Parent Report and Consultant Observation: John has demonstrated mastery of coping strategies via role-play across 3 scenarios (e.g., when presented with an overwhelming task/chore, when denied access to a preferred item/activity, when transitioning to a non-preferred activity from a preferred activity; however, prompting is still required to utilize strategies during natural/non-contrived stressful situations.

Current as of 1/2013 Parent Report and Consultant Observation: John has demonstrated mastery of coping strategies via role-play across 3 scenarios (e.g., when presented with an overwhelming task/chore, when denied access to a preferred item/activity, when transitioning to a non-preferred activity from a preferred activity; however, prompting is still required to utilize strategies during stressful situations. During this consultation, John implemented the strategy immediately following a role-play scenario without prompting; however, did not initiate coping strategies for a challenging home work task or chore.

Current as of 4/2013 Parent Report and Consultant Observation: John has demonstrated mastery of coping strategies via role-play across 10+ scenarios, and on occasion, during this quarter, has initiated coping strategies with greater independence. The interventionist is targeting a systematic removal of prompting required to utilize learned coping strategies. More formal data collection is being taken to examine responding appropriately in contrived vs. natural situations.

Status: Progress towards goal achieved

Future Goal: It is recommended to continue this goal and forward it by increasing the number of mastered coping strategies across naturally occurring scenarios (moving away from contrived/role play scenarios).

Specific Behavior Observations and Recommendations

Decreasing Protest Behavior/Increasing Compliance, Coping Strategies and On Task Behavior

Definition: Protest behavior is defined as a combination of John yelling, slamming doors, stomping feet, physical aggression towards people and objects, retreating (walking away, hiding under the bed), falling on the floor, making body limp, excessive bargaining, and throwing objects.

Suspected Function: Access and escape/avoidance.

This behavior was observed to occur when denied access to specific objects, in response to demands during instructional periods, and during transitions away from a desired activity.

Intervention:

Proactive Strategies:

- Create a daily schedule along with rules and follow it closely so that John has a visual representation of his daily requirements.
- Give John a verbal warning before ending a desired activity (e.g., "One more minute.") and prior to a non-preferred instruction ("It's almost time to do laundry.")
- Provide choices whenever possible (e.g., "Would you like to empty the dishwasher or feed the dog first today?" or "Would you like to listen to music or wear a fun costume while completing your homework?").
- Reinforce demonstrations of compliance and tolerance frequently using the "Good Choice" chart created during the initial consultation. John should earn a contracted number of points for a prize from the prize bin or an activity. The number of contracted points should be low so that John may earn at least one prize everyday or every other day. Systematically increase the number of required points so that prizes take longer to earn.
- Remind John of his contracted reinforcer often, before inappropriate behaviors occur.
- Do not conduct difficult tasks in near proximity.
- Proactively work on coping skills immediately prior to a difficult task and/or before the behavior escalates to extremes. Use the skill streaming book provided for suggestions, or as a template to create social stories more applicable to John. One effective strategy determined during the consultation is to ask John to rate his stress level. Once rated, discuss ways that the task may become less stressful (e.g., when demonstrating signs of stress during a chore, require John to rate his stress level, and strategize ways to reduce the stress such as listening to music while doing the chore, breaking the chore down into smaller parts across the hour, etc.). Reinforce strategies by allowing music, breaking the chore down, etc. when the strategies are reasonable. Focus on fading prompts to use coping strategies. Move to a gesture possibly.
- Break down challenging tasks, such as putting a large pile of clothes away. This daily chore of putting away all dishes may be broken down into clothing items, with breaks in between. When a break is awarded, remind John frequently that he must go back to the task once the timer expires. Contract for points proactively for getting back on task when the time comes.
- Allow John a quiet area to retreat when siblings are instigating protest behavior. Remind John that he may earn points for appropriate retreating and highly reinforce initiations of appropriate retreating. Also allow John to retreat from other stressful situations (e.g., an overwhelming task) if he communicates his stress in a productive manner. Prompt this communication proactively when a challenging task is anticipated. Always revisit and follow through with the initial task once John's stress has reduced. If he is overusing this strategy as demonstrated during the consultation, do not him to retreat to his room. Instead, have him set the timer on the microwave for one minute and allow him to retreat to the couch only (as opposed to his bedroom). Allow the least amount of escape behavior possible.
- Set timers to visually indicate the determined period of time allotted for task completion. Award points corresponding to the number of minutes remaining on the timer upon task completion.
- Do not allow John (i.e., response block) to push/knock over objects. Dangerous items should be removed from his room (such as the detached bed piece).

Reactive:

- It is important to record all inappropriate behaviors that occur during the day. Graphing data may reveal patterns or trends helpful in identifying the best intervention for reduction or elimination of the behavior. Be concise but as detailed as possible using the ABC chart.
- If inappropriate behaviors occur after a demand has been placed, neutrally provide corrective feedback, remind John of the contracted reinforcer, and provide the instruction again. Prompt the desired response if necessary.
- If John is resistant to prompting and the contract is clear, begin to place all inappropriate behaviors on extinction as demonstrated during the consultation. As John becomes more and more attention seeking, do not provide eye contact, attention (unless to block an unsafe behavior), and language other than, "you know what to do."
- Use shaping techniques by reinforcing any signs of appropriate behavior with quick verbal praise and a point. This is very effective in getting John back on track.
- Once John has completed the task appropriately, review what had happened with John, implement some role play procedures and If/Then scenarios before having him restore the environment.
- When blocking the aggressive behavior, use the least intrusive prompt in order to facilitate John to demonstrate a calm body.
- Demonstrate caution when removing points from John or allowing him to go into the negative. At this time, there is little to no evidence that this is an effective strategy.

Data Collection: Track the acts of compliance and tolerance using the "Good Choice" chart. Indicate the number of required points, the prize, and the date each prize was earned. Also track instances of protest behavior on the calendar. Indicate either high, moderate, or low with regard to intensity and duration. Begin to have John start indicating protests on the calendar as well, making him more aware of his behavior.

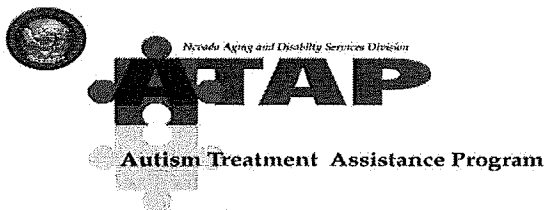
Also, during intervention hours and whenever feasible for parents, begin to record more formal data on coping strategies, compliance, on-task behavior, and protest behavior (ABC data). If possible, fax the data to this consultant 2 or 3 days prior to the May consult.

Data Review:

Parents reported specific acts of protest behavior during this consultation. In addition, John reported to this consultant specific difficulties he had during the report period. Per parent report, antecedents are becoming clearer over time. Approximated frequency is indicated below:

Baseline Data		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
1x/week	3x/week	21x/week
Data for the 12/2012 Reporting Period		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
1x/every other week	3x/week	14x/week
Data for 1/2013 Reporting Period		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
2x/week	3-4x/week	10x/week
Data for 4/2013 Reporting Period		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
2.5x/week	3x/week	5.5x/week

Report Prepared By:
 Suzie Johnson
 Behavioral Consultant



ABA/PRT/VB Service Verification	
Person Receiving Services/Age:	Provider/Supervisor:
Authorized Representative:	Month/Year:
Plan/Tier/Amount:	Total Supervision Hours:
Report Required:	Parent Concerns Discussed/Addressed:

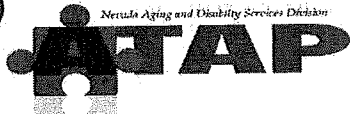
Date	Time In/Out	Description of Service	
Name/Participation (check mark)			
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Date	Time In/Out	Description of Service	
Name/Participation (check mark)			
		Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>	Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>
		Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>	Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>
		Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>	Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>

Supervisor Signature

Date

Authorized Representative Signature

Date



Nevada Aging and Disability Services Division

Autism Treatment Assistance Program

Physical Therapy/Occupational Therapy Service Verification	
Person Receiving Services:	Provider/Therapist:
Authorized Representative:	Month/Year:
Total Hours:	Total Billed:

Date	Time In	Time Out	Hours	Rate/Hours	Total	AR Initials

Therapist Signature

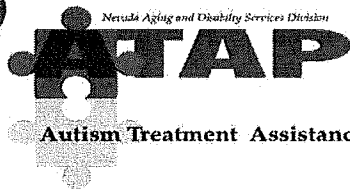
Date

Authorized Representative Signature

Date

ATAP Case Manager Signature

Date



Nevada Aging and Disability Services Division

Autism Treatment Assistance Program

Speech Service Verification	
Person Receiving Services:	Provider/Therapist:
Authorized Representative:	Month/Year:
Total Hours:	Total Billed:

Date	Time In	Time Out	Hours	Rate/Hour	Total	AR Present	AR Initials

Therapist Signature

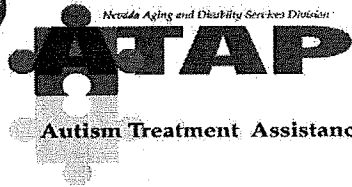
Date

Authorized Representative Signature

Date

ATAP Case Manager Signature

Date



Social Skills Service Verification		
Person Receiving Services:		Provider/Supervisor:
Authorized Representative:		Month/Year:
Group Hours:	Individual Hours:	Total Hours:
Group Billed:	Individual Billed:	Total Billed:

Date	Service	Time In	Time Out	Hours	Rate/Hour	Total	AR Initials
	Individual <input type="checkbox"/>						
	Group <input type="checkbox"/>						
	Individual <input type="checkbox"/>						
	Group <input type="checkbox"/>						
	Individual <input type="checkbox"/>						
	Group <input type="checkbox"/>						
	Individual <input type="checkbox"/>						
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	Individual <input type="checkbox"/>						
	Group <input type="checkbox"/>						
	Individual <input type="checkbox"/>						
	Group <input type="checkbox"/>						
Description of Monthly Participation in Activity with Typical Peers Outside Social Skills Session:							

Provider Signature

Date

Authorized Representative Signature

Date

ATAP Case Manager Signature

Date

The Autism Treatment Assistance Program Ethics Guidelines for Interventionists

The Autism Treatment Assistance Program (ATAP) is a State administered program and funded with taxpayer dollars; therefore, it is the responsibility of all interventionists to conduct themselves in a professional manner and to adhere to the following guidelines:

1. Professionalism

It is ATAP's obligation to provide consistent, quality treatment to the families we serve. Each interventionist is expected to behave appropriately at all times and to ensure professionalism in all aspects of service delivery. Interventionists must be on time and work their scheduled hours, and provide advanced notice when unable to do so and, when possible, request another team member to cover a missed session. Failure to professionally handle absences may result in dismissal.

2. Confidentiality

Children served in the Program are protected by the Health Insurance Portability and Accountability Act (HIPAA). Considering the availability of confidential information to which an interventionist may have access, it is vital that the child's and family's right to privacy is respected at all times. As a professional, it is the interventionist's duty to never mention a child's last name, addresses, or school placement. Furthermore, a child's case history, or unusual incidents in a particular case should not be discussed with individuals outside the immediate family or who are not professionally involved with the child's ATAP services. Individuals, with whom information should not be shared, include: school personnel, staff working on other cases, family or interventionist friends, family or interventionist relatives, interventionist spouses, and parents of other children. Any case discussions should be conducted in a professional manner and in an appropriate place, preferably behind closed doors. Remember that voices may carry and might be heard through closed doors. Children are never to be discussed in public. Areas outside the child's home are considered public. Never mention any recipient on web sites such as Facebook or blog pages.

All data (such as intake assessments, correspondence, etc.) must be kept in each child's binder or box, protected in a safe place. In working with a child and collecting data, the interventionist must safeguard against the loss of data and ascertain that the data are kept confidential.

Interventionists are not permitted to take photographs of a child or their family, with the exception of photos taken to use as stimuli in child's program, for example, photos taken to teach emotions or the identity of family members. In addition, interventionists are not permitted to ask the family for photographs but may, however, accept a photograph if offered, while maintaining all confidentiality guidelines. Never upload child or family photographs to the internet or email them to anyone.

3. Limitations of Training

Remember that, as an interventionist, you have received training to work with a specific child under the supervision of his/her qualified Provider. You will receive on-going training to work effectively using research-driven programs and applied behavioral analysis procedures. This knowledge will be valuable and beneficial to you and the children you serve, but does not qualify you to implement treatment which has not been specifically recommended by the child's Provider, or to provide or suggest treatment for any other child. Interventionists should follow the verbal and/or written recommendations of the Provider. Treatment should be implemented using guidelines demonstrated by the overseeing Provider. If there are issues or questions regarding a specific recommendation or implementing a specific program during the month, the interventionist should contact the Team Lead and/or Provider or put the program on hold until it can be discussed with the Provider.

During treatment the Provider may require the child to participate in learning activities he/she does not want to participate in, which may lead to a tantrum. The Provider and interventionist will work to gain the child's compliance using the least restrictive procedures possible, and may include: requiring the child to sit at a table during instruction, using hand over hand prompts, picking a child up from the floor and guiding him/her to the treatment area, sitting in front of the child to keep the child in his/her seat or from leaving the area designated for treatment delivery, and waiting for the child to calm himself/herself.

4. Physical Restraints

At times there may be extreme behaviors exhibited by a child which may result in the need for physical restraints. Interventionists must be trained in the proper procedures to apply restraints before being allowed to implement them.

Please initial that you have read and understand:

_____ I am only to restrain children I serve if they pose a physical threat to themselves, others or property. Restraint is intended to minimize bodily harm or damage to property.

_____ Restraint, while restricting movement, is NOT intended as a strategy to reduce behavior(s). Once the child is calm, the interventionist is to immediately release.

_____ Every act of restraint must be documented with a detailed description of the incident and behavior displayed by the child.

5. Timeouts

Please initial that you have read and understand:

Seclusion: Also known as solitary confinement. Seclusion has been cited as unconstitutional for children (*Morales v. Turman*).

_____ I understand placing a child in an isolated room is illegal and will result in

immediate termination.

Exclusionary Timeout: Involves moving the child to a different room, another part of the room or behind a physical barrier.

_____ I understand placing a child in an exclusionary timeout will result in immediate termination.

Parents may implement timeout procedures listed above, however it is not part of treatment and is not to be delivered by an interventionist or a Provider. An interventionist is never to ask a parent to put a child into timeout. If implemented, by any staff member, please contact the child's Care Manager immediately.

6. Aversive Interventions

Under no circumstances should any form of aversive stimulation/intervention be used, even if a parent requests its usage. Nevada prohibits the use of aversive behavior interventions. If implemented, by any staff member, please contact the child's Care Manager immediately.

7. Augmentative Communication

- All changes to a child's augmentative communication device must to be approved by the Parent or Provider.
- Once changes have been made, either the parent or the interventionist must back-up the device.
- The augmentative communication device must be easily accessible to the child at all times, especially during discrete trial training, generalization, socialization or community trainings.
- The Parent has the right to limit access to those permitted to program the device.
- All electronic equipment, including augmentative communication equipment, must be handled with care and respect. Do not lean on the equipment, place it where it might get wet, or put it on an uneven surface.
- The Interventionist is to return the equipment to its proper storage place and ensure it is plugged in at the end of the therapy session.

8. Data

Data collection is the basis for directing any behavioral intervention. Data ensures objectivity and supplies a basis for comparison between procedures and programs. Data also provides accountability in intervention; they show clearly whether or not progress is occurring. It is required that interventionists record data during each session. The importance of keeping accurate data cannot be over-emphasized. Falsification of data is grounds for immediate termination.

It is very important that the interventionist be as careful and scientific in your data collection as possible. Careless record keeping could potentially be detrimental to the child's program, as well as future funding. Data efficiency should be carried out in all programs.

Please remember that anecdotal notes and data collected and entered into log books are part of the recipient's record and can be used as court documents. Therefore, it is imperative that notes be neat, accurate and professional. Data is also subject to review at any time by the Care Manager overseeing the child's case.

If and when data is emailed, it must be sent via secure and protected files.

9. Treatment Area

Interventionists are to keep the session area organized and clean. At the end of each session, all stimuli should be returned to their designated areas and the logbook secured, ready for the next session.

10. Quality Control

From time to time, interventionists may be videotaped or observed as part of ongoing quality control procedures. These procedures provide staff an opportunity for more specific feedback regarding their treatment skills. They also assist the Provider in identifying areas in which additional staff training might be helpful.

Interventionists are required to participate in and attend Provider's meetings and trainings for the child for whom they provide intervention. If the interventionist is absent from these meetings for any reason, it is mandatory that these sessions be made up as soon as possible. These should take place monthly for at least 3 hours in duration.

11. Performance Evaluations

All interventionists will be evaluated by the overseeing Provider on a periodic basis, usually a minimum of twice per year. Areas for evaluation vary according to the training provided, demonstrated skill level, and may include the following: professionalism, contribution to consultations, administrative skills, effort to learn/teach/supervise, attendance and punctuality, report writing, timeliness of reports, and therapy skills. Performance evaluations are typically conducted by the overseeing provider. Authorized Representatives may have their own performance evaluations.

12. Attendance

Interventionists are expected to be at all scheduled sessions, team meetings and training/workshops (at the child's home, school or clinic site) and are expected to be on time. If the interventionist is going to be late, or anticipates missing a session, he or she must make an effort to inform the parent 24 hours in advance. Workshops are a priority. Given this fact, it is understood that they may conflict with other children's sessions. The interventionist must provide the parents of the non-workshop family at least one week's

notice of their attending another child's workshop, thus enabling the non-workshop parent to schedule another interventionist to cover your session. When possible, the interventionist should help in securing another team member to cover their session.

13. Relationship with Parents/Family

Parents and family members are recipients of the Autism Treatment Assistance Program; they are not your friends or confidantes. You are not to discuss your personal life with parents. Pleasantries, however, may be exchanged when greeting and saying "goodbye" to family members. Contact with the family must be limited to the context of therapy. No baby-sitting will be permitted.

At times, parents may ask for advice or they may wish to discuss their own problems with you. This is not your role; you are not trained or qualified as a family counselor to the parent(s) or family. In the event of such a situation, please advise them your role is solely to deliver services recommended by your child's supervising behaviorist.

Under no circumstances should you discuss diagnosis or prognosis, suggest treatment programs, or give medical advice for the child, even if you are asked to do so. Similarly, do not make any comments about the comparative level or progress of the child, or the programming of other recipients. Speak with the parents in a professional manner at all times, avoiding unprofessional labels (e.g., "brat," "spacey," "stimmy," "freaked out," "low-functioning,") even if such terminology is used by the parents. Encourage other team members to use professional language at all times. If the child has recognized health issues, the parent should inform the child's provider and team of interventionists of these concerns. *A Health Protocol* should be written by the family and taught to all interventionists to address future situations.

Do not make disparaging remarks about the child in front of the child as if the child was not present (e.g. he or she looks grouchy today). If a child engages in a behavior that you find to be inappropriate, such as a child picking his or her nose, do not make negative emotional comments such as, "gross" or "how disgusting." Instead, offer the child a tissue and assist them in wiping their nose. Address concerns about inappropriate behavior with the child's Provider.

Do not discuss the administrative issues (e.g., staff changes, business or policies) or the personal life of other staff members with parents. If questioned by the parent about administrative issues, refer them to your Supervisor.

Listen to what the parent(s) have to say regarding services. Remember that most parents have much more extensive experience than you with their children's specific behaviors, even if they don't know terminology or principles and procedures related to Applied Behavioral Analysis (ABA). Attempt to involve the parents in the treatment of their children as much as possible. If the parent has ideas or questions about programs or procedures, encourage them to bring them up in workshops. **If a parent is opposed to a particular program or procedure, discontinue it for that session and speak to your Provider or Supervising Behavior Consultant.**

14. Staff Relations

It is important that the staff functions as a team. Employees are not working in competition with one another. Everyone has his or her individual areas of strength and weakness. You will do certain things well and you will also make some mistakes. Both are an important basis for learning and for feedback regarding your own and other staff members' work. When you are given feedback, it is in your best interest not to interpret such comments as a personal insult, but rather as an important tool to help you learn and improve your consultation skills. Corrective feedback from supervisors is expected to be implemented. If you have a question regarding feedback (e.g. you are unclear about terminology that the Provider used or are unsure how to implement feedback) you are to address your concerns/questions with the Provider in a professional and non-argumentative way.

Under no circumstances should you speak about or criticize other staff members inappropriately. If you have personal or work-related problems with any other staff members, you should direct your concerns to your Supervisor, do not address your concerns directly. Your Supervisor will attempt to resolve the problem in an appropriate manner. If you are in disagreement with any program or procedure, it is appropriate to discuss it with the behavior consultant overseeing treatment. Procedures for change will be presented at the monthly workshop, where the staff as a team can reach decisions. Disagreement should be presented professionally (e.g., outside of consultations).

15. Visitors

It is not permitted for you to bring any guest or visitor to the child's home without specific authorization from the parent. This includes professionals in psychology or related fields, parents, students, family members, friends, and former employees.

16. Dress

You are to dress in a neat and appropriate manner for all sessions. Wearing comfortable clothing, which allows free movement during therapy sessions, is recommended. Keep in mind you will be bending over or possibly sitting on the floor, so avoid low cut tops and pants.

Interventionist Name: _____

Interventionist Signature: _____ **Date:** _____

Authorized Representative Name: _____

Authorized Representative Signature: _____ **Date:** _____

Billed To:

Aging and Disability Service Division 3416
Autism Services Program
Goni Road, #D-132
Carson City, NV 89706

Billing Questions? Call: 775-687-4290

Invoice Date:	MM/DD/YYYY
Vendor #:	#####
Invoice Number:	#####
Vendor Federal ID#:	##-#####
Electronic Funds Transfer?:	Yes or No

Remit Checks or Remittance Advice to:

Contractor: BCBA, Inc.
Attn: John Smith
123 Oak Street
Las Vegas, NV 89119

Dates of Service Begin	Dates of Service End
MM/DD/YYYY	MM/DD/YYYY

Item Description	Balance Due
Program Service Claims	\$ -
Allowable Travel Pay	\$ -
Allowable Travel Costs (see attached detail)	\$ -
Invoice Total	\$ -

I, the undersigned, certify that services or expenses shown above have been provided according to the terms of a signed provider agreement, and that the payment amount claimed accurately reflects the contracted rate.

Contractor Signature _____

NAME
PHONE
E-MAIL

[illegible]

[illegible]

State of Nevada
TRAVEL EXPENSE REIMBURSEMENT CLAIM
(SEE STATE ADMINISTRATIVE MANUAL 0200 FOR TRAVEL REGULATIONS)

Name _____
Federal ID#: _____
Department & Division Aging and Disability Services
City where traveler's office is located _____

I declare under penalties of perjury that to the best of my knowledge
this is a true and correct claim in conformance with the governing
statutes and the State Administrative Manual and its updates.
X I do not have a travel advance
I do have a travel advance from my agency or State Treasurer

Signature of Traveler

Agency Approval

Transportation Codes:
P - Plane X - Passenger in Car
PP - Private Plane PT - Public Trans: Subway, City Bus
PC - Private Car SC - State Car: Motor Pool or Agency Car
OT - Other*: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad
Miscellaneous Codes:
A - ATM Fees* I - Incidental Expense

Traveler is:
State Officer or Employee
Board or Commission Member
X Independent Contractor Whose Contract
Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Transportation			Miscellaneous Expenses		Daily Expenses				Total For Day
				Code	PC Mileage	\$3.50 Cost**			Meals*			Lodging*	
		Started	Ended				B	L	D				
						0.00							0.00
						0.00							0.00
						0.00							0.00
						0.00							0.00
						0.00							0.00
						0.00							0.00
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						0.00							0.00
						0.00							0.00
						0.00							0.00
						0.00							0.00
						0.00							0.00
Total of this Claim													0.00
Less Travel Advance Received from the Traveler's Agency or State Treasurer:													0.00
Balance Due to Traveler:													0.00

Form: TE, Revised: Jan. 2008

Receipts are required for:
Other transportation expenses
ATM and bank transactions
Out-of-State hotel & transportation expenses

This form is used for the State to reimburse the traveler and must be submitted within one month of completion of travel unless prohibited by exceptional circumstances (SAM 0220.0).

TIPS FOR COMPLETING THE INVOICE SPREADSHEET

1. Insure the appropriate invoice number is displayed on the Service Invoice Voucher. Internal controls prevent ADSD from processing an invoice from a Provider containing the same number as a previous invoice. All invoices must include a unique 10 digit invoice number.
2. Please note that the Service Invoice Detail tab of the Excel spreadsheet can be more than one page; each page of detail does not require a separate invoice. List all your line items for your ATAP children being billed and print the Service Invoice Detail all at once.
3. On the Service Invoice Detail tab, please sort the items by child and then by service date.
4. On the Service Invoice Detail tab, usually all items will fall within three general categories:
 - a. Interventionist hours - if you employ interventionists their time should be listed separately from your other services (clinical, tier charges, supervision, etc.), with one line item for each day that the interventionist works for each child, in chronological order.
 - b. Other items/supplies - these items include curricula, tools and supplies and should be listed separately.
 - c. Tiered services - each tier has a maximum allowable amount. Each child should have one tier billing line item and it should not exceed the maximum amount allowable for that tier. Please also ensure that the minimum supervision hours for that tier were provided during the month to avoid a reduced payout by ADSD.

BILLING ADDRESS

Aging and Disability Services
ATAP Program
3416 Goni Road. #D-132
Carson City, Nevada 89706

ATAP CONTACT INFORMATION

Julie Kotchevar
Chief of Disability Services
(775) 687- 0523
jdkotchevar@adsd.nv.gov

Brook Adie
ATAP Program Manager
(775) 687-0555
baadie@adsd.nv.gov

April 25, 2013

**AUTISM TREATMENT ASSISTANCE PROGRAM (ATAP)
SERVICE PROVIDER MANUAL ACKNOWLEDGEMENT**

Please sign below indicating that you have received and read this Service Provider Manual and agree to abide by the guidelines described therein. This form must be returned with your Provider application.

I have read and agree to the guidelines described in the Service Provider Manual.

Service Provider

Business Name

Street

City, State Zip

Phone

Fax

Authorized Signature

Print Name

Title

Date

April 25, 2013

ATTACHMENT CC

Nevada Early Intervention Services Billing and Provider Services Manual

Process for Billing Claims of EI Community Providers

- ☐ A consistent billing claim spreadsheet will be completed for all Community Providers to complete and receive payment for active IFSPs provided monthly. Community providers are encouraged to implement an internal checks and balances to eliminate errors and redundancy and submit a 100% correct bill for payment. If the bill has discrepancies or needs corrections they will be noted on the cover sheet and returned for resubmission of an accurate bill before payment. Upon corrections, a new, accurate bill will be resubmitted by the Community Provider for payment in a timely manner. **Part C services shall be provided at no cost to the family.**

In order to ensure accuracy of the bill the following will be required:

- Community Provider will verify Active children from TRAC EOM Report and TRAC Exit Range report for the month of submission.
- All children must have "Active" status in TRAC within the current billing month
- TRAC data system will reflect "Exit with an IFSP" with correct exit date within current billing month.

- ☐ Information on the billing claim (cover sheet) to include:

1. Full name and billing address of provider
2. EIN# (tax ID#)
3. Invoice date and number
4. Month of service
5. Items descriptions will include:
 - Total number of Active IFSPs (Eliminate Comp from Billing cover sheet)
 - Grand Total amount of billing claim

- ☐ Spreadsheet will include the following information (see attached):

- Child's name
- Child's EI number
- Date of birth
- Cost per child:
- List children in Alphabetical Order
- Original Signature of preparer

- ☐ Community provider will mail or hand-deliver the completed billing claim to:
the appropriate Nevada Early Intervention Services Program.

- ☐ Bills are due to the Aging and Disabilities Services Division by the 5th of the month for the previous month.
- ☐ Designated AA (NTBA Coordinator) will date stamp the billing claim when it is received.
- ☐ The NTBA Coordinator will receive the claim and run the EOM and Exit Range Report to reconcile the claim.
 - Discrepancies will be noted on the cover sheet of each bill and returned to community agency via e-mail within 3-5 working days. Clinical Program Manager will be copied on the e-mail. Community agency will make corrections and resubmit the accurate and re-totaled bill to NTBA coordinator within 3 working days.
 - If returned for corrections- Email subject line will be: Returned bill program name with date
 - If accepted for payment- Email subject line will be: Verified bill program name with date
- ☐ The claim will be reviewed by the Program manager or supervisor back up, and then sent on to the ASO via e mail and hard copies placed in mail within 3 working days after resubmission of final accurate bill.

NEIS Provider Agreements Monthly Claim Summary and Notes Procedure

Provider Agreement Claim Summary:

- Information needs to be completed on the entire form, please do internal checks for accuracy.
- Please provide accurate Vendor ID number and assign an invoice number.
- Claim Summary will be submitted to NEIS on the 15th of each month for the prior month of service.
- Date entry will reflect prior month of service.
- Cannot have entries from 2 months on same claim summary, keep months separate.
- If omission from prior month submit error on separate claim and label clearly "Exception Report"
- Service dates need to be in chronological order. Errors will be returned for correction.
- Description and Child ID (TRAC) numbers are required for each entry
- CPT code, rate and totals are required fields.
- Sign original signature on provider signature line.
- Save copy of original claim summary if formulas become corrupt. Replace with the original

Billing Log:

A billing note is required for each service date on your summary form (see attached NEIS community provider billing note) if you choose to use our standard form for your notes. It includes all the required information on it. You could customize it with your letterhead.

Providers can choose to utilize their own billing log. If you use your own billing log format the following information will be **required** on each billing note:

- Your Business name, address, fax and e mail, aka letterhead
- Childs' name: Last, First
- TRAC EI Code
- Service Coordinator Name (not initials)
- Visit Type (Comp/Regular) Comp Visit number on note i.e.: Comp visit 1 of 6, etc.
- Duration in minutes. Including start and end time
- Primary ICD-9 (will not apply to you)
- Primary CPT- Standard for your Agency
- Primary Description-Standard for your agency
- Secondary CPT, if used add on a separate line on the billing note
- Notes Section
- Signature and Printed name, date

Billing notes or Claim Summaries with errors or missing any of the required information will be returned to your agency for completion. Place all information on your billing log. Do not submit any additional or separate lists.

Submit Claim Summaries by mail, FedEx or drop off by the 15th of each month to NEIS Fiscal.

Provider Agreement Claim Summary

Invoice Number: _____

ONE INVOICE NUMBER PER SERVICE PERIOD

Date:

Name:

Adress:

City, State, Zip:

Job Title:

Vendor Number:

Page 2 of

LIST SERVICES IN CHRONOLOGICAL ORDER

[illegible]

Total Child Services min Non Child Services r

Refer to Attachment CC for CPT Codes and Rates

formation is correct to the best of my knowledge,

Provider Signature: _____ Date: _____

EIS Supervisor Signature: _____ Date: _____

Child Svc hrs	Non-child Svc hr	total hours
---------------	------------------	-------------

State of Nevada Early Intervention Provider Bill

Program Name:

Address:

Services Month of Bill:

Prepared By:

Mail/Email Completed form to:

NEIS, Attention NTBA Coordinator

Elko, Las Vegas, Reno, Carson City

NEIS STAFF ONLY:

NTBA Coordinator-Signed _____

Date Received _____

Children-Active Current Month-Alphabetical						
#	EI #	Last Name	First Name	DOB	Current IFSP	Amount
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
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21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
						\$ -

This report is true and correct to the best of my knowledge.

Printed Name:

Signature: _____ **Date:** _____

Nevada Early Intervention Services Rates List

Service	Amount	Approval
Comprehensive Services	\$565/month*	Health Program Manager
Intensive Behavioral Services Rate includes BCBA and not certified	Up to \$24.20/ 15 minutes Cancellation**- Not to exceed \$20	Health Program Manager
Instructional Aid	Up to \$6.50/ 15 minutes Cancellation**- Not to exceed \$10	
Assistive Technology	Up to \$30/ 15 minutes Cancellation**---- Not to exceed \$20	Health Program Manager
Family Training & Counseling		
Health services		
Nursing		
Nutrition		
Occupational Therapy		
Physical Therapy		
Psychological services		
Social Work		
Special Instruction		
Speech-language pathology		
Transportation		
Vision		
Rural Differential Fee for Service	Up to \$30/session Cancellation—Not to exceed \$20	Health Program Manager
Medical (diagnostic or evaluation)	Up to \$190/hour	Clinical Program Manager II
Medical transcription services and revisions	.10 (ten cents)/ per line not to exceed \$5.85/ per page	Health Program Manager
Sign language and cued language instruction	Up to \$20.00 / 15 minutes per individual Up to \$100/ hour per group, but additional \$10 per individual after group of 10	Health Program Manager
Mandatory meetings/trainings Child Reviews/Team Meetings	Up to \$30/ 15 minutes	Health Program Manager
Audiology Onsite: Offsite:	Up to \$30/ 15 minutes Up to \$150/service	Health Program Manager

*For a child transferring or exiting on or before the 15th (30 days in the month)/16th (31 days in the month) of the month \$282.50 is paid.

**Cancellation per session: Less than one business day notification of cancellation or no-show from family or provider; not to exceed one unit per child, per visit.

May only bill for cancellation if service is not made up within the same month; if a family no-shows or cancels, then these appointments are not be made up.

ATTACHMENT DD
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM BETWEEN

The Department of Health and Human Services
Herein after referred to as the "Covered Entity"

and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose

unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

Aging and Disability Services Division

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532

(Authorized Signature)

JANE GRUNER

Administrator

(Date)

BUSINESS ASSOCIATE

(Business Name)

(Business Address) (City,

State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)

Aging and Disability Services Division
Provider Services Application
Nevada Early Intervention Services (NEIS) & Autism Treatment Assistance Program (ATAP)
ATTACHMENT EE

*All questions must be completed by **all providers** unless otherwise marked. **Attach additional sheets** if necessary to answer each question completely. Each additional sheet must display the **relevant question number** from the Application and must be **signed by the provider** or authorized representative.*

Application Type (Circle one): New Renewal/Adding services to an existing agreement Ownership Change (fill out new vendor registration with the Nevada State Controller's Office and contact Aging & Disability Services for additional "Assignment of Provider Amendment" form

Indicate below which services you are enrolling to provide for:
Nevada Early Intervention Services (NEIS) or Autism Treatment Assistance Program (ATAP)

☐ Comprehensive Early Intervention Services (For All 16 Services)

For Individual Services, Circle Choices Below

☐ Therapy/Medical Services - Assistive Technology Services/Assistive Technology Devices, Audiology Services, Family Training/Counseling/Home Visits, Health Services, Medical Services (*for diagnostic only*), Nursing Services, Nutrition Services, Occupational Therapy Services, Physical Therapy Services, Psychological Services, (including Intensive Behavioral Services) Service Coordination Services, Social Work Services, Special Instruction Services, Speech-Language Pathology, Transportation and Related Costs, Vision Services

☐ Medical Transcription Services

☐ Language Interpreter (Speech or Sign)

☐ Autism Treatment Assistance Program (ATAP*)

*ATAP providers *must* have a Board Certified Behavior Analyst or a Licensed Psychologist on staff

Section 1: General Information

1. Business owner (or individual provider) Name:

2. Provider Date of Birth (*for individual providers only*):

3. Tax Identifier (*Federal Tax ID Number-list last four digits only*):

4. Check the box that most closely describes the entity you are enrolling:

- ☐ Individual Provider ☐ Hospital-based Physician ☐ Provider Group ☐ Sole Proprietorship
☐ Partnership ☐ Limited Liability Partner ☐ Limited Liability Company ☐ Corporation
☐ Managed Care Organization ☐ Non-Profit ☐ Indian Health Services

5. Legal Name as Registered with the Internal Revenue Service (IRS):

6. Doing Business As:

7. Nevada Secretary of State Registered Name:

8. Nevada Secretary of State Issued Business ID :

9. Medicaid Provider Number, if applicable:

10. Physical location of the practice/business/facility. This must be a street address and NOT a post office box.

Address (Line 1):

Address (City, State, Zip and COUNTY):

Office Phone:

Extension:

E-mail Address:

Fax:

TTY Phone:

Mailing Address if different from physical:

Address (Line 1):

Address (City, State, Zip and County):

11. Enter the following information for your professional license (s) that pertains to the service(s) you wish to provide.

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Section 2: Background Information and Disclosure

12. Have you or any owner, administrator, manager or employee ever been convicted of a misdemeanor, gross misdemeanor or felony? ☐ Yes ☐ No If yes, provide the following information for each conviction.

Name Used When Convicted:

Date of Conviction:

Charges:

Disposition:

Conditions of Parole/Probation:

Have you or any owner, administrator, manager or employee ever been placed on the Federal Office of Inspector General, Health and Human Service (OIG/HHS) exclusion list or otherwise been suspended or debarred from participation in Medicare, Medicaid, Title XVIII or Title XIX programs since the inception of these programs?

If yes, provide the following information related to the sanction.

Name Used When Sanctioned:

Provider ID Number(s):

Group ID Number(s):

Sanction Effective Date: Reinstatement Date:

13. If you or any owner, administrator, manager or employee has had any professional, business or accreditation license/certificate denied, suspended, restricted or revoked, complete the following for each instance.

Denial/Suspension/Restriction/Revocation From and To Dates:

Explanation:

14. Are you or any owner, administrator, manager or employee, a state current employee or state former employee within the last two years? If yes, complete the following:

Individual's Name:

Dates of Employment:

Agency of Employment:

Title:

Declaration – For All Providers

I declare under penalty of perjury under the laws of the State of Nevada that the information in **this document and any attachments are true, accurate and complete** to the best of my knowledge and belief. I declare that I have the authority to legally bind the provider(s) listed on this Application. I understand that Aging and Disability Services Division (ADSD) will rely on this information in entering into or continuing a Service Provider Agreement and that this form will be incorporated into and become a part of my ADSD Service Provider Agreement.

I understand that I am required to **notify ADSD within five days** of changes to information on this Application. I understand that **I am responsible for the presentation of true, accurate and complete information on all invoices/claims** submitted. I further understand that payment and satisfaction of these claims will be from Federal and State funds and that false claims, statements, documents or concealment of material facts may be prosecuted under applicable Federal and State laws.

Use dark blue or black ink only. This Application and corresponding contract must be dated within the last 60 days. The person signing below is the (check all that apply): ☐ Provider ☐ Authorized Administrator ☐ Business Owner

Signature:

Date:

Print Name:

Return completed agreement to Aging and Disability Services Division located at:

3416 Goni Road, D-132
Carson City, Nevada 89706
Phone: 775-687-4210

Internal Use Only: Status of Approval

Comprehensive Early Intervention Services (All 16 Services)

☐ Yes ☐ No

Therapy/Medical Services (Circle approved services)

Assistive Technology, Audiology, Family Training/Counseling/home Visits, Health, Medical,
Nursing, Nutrition, Occupational, Physical, Psychological, Service Coordination, Social Work,
Special Instruction, Speech-Language Pathology, Transportation and Related Costs, Vision.

Medical Transcription Services ☐ Yes ☐ No

Language Interpreter (Speech or Sign) ☐ Yes ☐ No

Autism Treatment Assistance Program (ATAP)

☐ Yes ☐ No

ATAP Provider Survey

Provider Name:

Address:

Phone Number:

Email:

Name of Person Completing Survey:

I. General Information

A. What is your company's mission statement? 500 Character Max

B. Years company established?

C. What is the age range of clients you serve?

D. What is the average amount of monthly hours of supervision each client currently receives?

E. Number of clients currently serving with ASD?

F. Capacity of clients currently able to serve?

G. Projected capacity one year from now.

H. Of your current clients how long have services been provided to each client on average?

I. Are you willing to travel to rural areas? YES ☐ NO ☐

J. If yes, how many miles are you willing to travel from your business address?

K. How many years of experience does your company have providing in-home programs?

L. Do your company's supervisors have experience training and supervising interventionists?
YES ☐ NO ☐

M. Do your company's supervisors have experience training parents/caregivers? YES ☐ NO ☐

N. Do you provide information or educate on parents/caregivers on the research to support evidence-based treatment for ASD? YES ☐ NO ☐

II. Staffing

A. How many employees do you currently have?

B. Please list the number of employees by category – only one per classification, indicating the employees highest degree/certification/training. For example: If you staff a Consultant/Supervisor with a BCBA and LBA, they should only be counted once, as an LBA.

LBA: LaBA: BCaBA: BCBA: Licensed Psychologist: BcaBA/BCBA Student:

CABI: Consultant/Supervisor: Interventionist: Administration/Support Staff:

Speech Therapist: Occupational Therapist:

Please provide resumes and certifications applicable to treatment for supervising staff (consultants) delivering services. Resumes are not required for interventionists or support staff.

C. On a scale from 1-10, 10 being most involved, what level do you assist with interventionist recruitment?

ATAP Provider Survey

D. Do you have bilingual staff? YES ☐ NO ☐

E. What languages?

F. Please check the number of services the bilingual staff is able to provide:

Accounting: Supervision: Intake/New Applications: Translation:

Intervention/Therapy:

G. If no, do you plan on hiring within the year? YES ☐ NO ☐

H. Please describe what ongoing (non-workshop) staff training involves and how frequently the training occurs. 1000 Characters Max

III. Intake

A. Is your intake process typically less than one month? YES ☐ NO ☐

B. Do you meet with potential clients during the intake process? YES ☐ NO ☐

C. Do you charge for your intake process? YES ☐ NO ☐

D. Do you currently have a waiting list? YES ☐ NO ☐

E. If so how long can clients expect to wait? YES ☐ NO ☐

F. Do you allow potential parents to view treatment or practices on site prior to selection?
YES ☐ NO ☐

G. What are the steps of your intake process? Please attach a copy of your intake manual. 1000 Characters Max

IV. Specific Program Services

A. Which curriculum do you use? 1000 Character Max

B. Describe how coordination with age-appropriate curriculum will occur. 1000 Character Max

C. Please give a description of how your data collection process looks. How is the data summarized?
How often is the data summarized? 1000 Character Max

D. Please describe what steps will be taken to ensure generalization across environments. 1000 Character Max

E. Where does therapy and supervision take place? 500 Character Max

F. Describe training that will be provided during supervision hours and parent training. 1000 Character Max

G. Please provide experience in establishing in-home programs? 2000 Character Max

H. Describe methodologies for in-home services. 1000 Character Max

I. Referring to the ATAP Provider Manual, please give a description of history/experience working with plan types similar to ATAP plans/policies:

Comprehensive: 1000 Character Max

Targeted Extensive: 1000 Character Max

Targeted Basic: 1000 Character Max

Therapeutic (Speech/OT/PT): 1000 Character Max

Social Skills: 1000 Character Max

V. Billing/Contracts/Collaborations

ATAP Provider Survey

A. What are your rates for supervision? 500 Character Max

B. What are your rates for interventionist hours? 250 Character Max

C. What is your rate for group social skills? 250 Character Max

D. What is your rate for individual social skill training?

E. What are your rates for therapeutic services (OT, SLP)? 250 Character Max

F. Referring to the ATAP Provider Manual, have you reviewed Aging and Disability's reporting requirements and are you able to meet them knowing Tier price is inclusive?

YES ☐ NO ☐

G. What services (not included with regular supervision) are offered at additional cost? (e.g., school observations, session observations, IEP meeting, parent phone calls, miscellaneous reporting)

500 Character Max

H. Are you willing to waive those fees for ATAP clients? YES ☐ NO ☐

I. What is your cancellation policy? 250 Character Max

J. List insurance companies you are currently contracted with: 250 Character Max

K. List insurance companies you are actively billing: 250 Character Max

L. List companies are you currently in-network with. 250 Character Max

M. List Federal, State or County agencies you are contracted with (e.g., school districts, regional centers)? 500 Character Max

N. Do you collaborate with private agencies involved in the child's treatment? If so, which organizations? 500 Character Max

Other Applicable Information: 1000 Character Max

STATE OF NEVADA

VENDOR REGISTRATION



Mail or fax to:
STATE CONTROLLER'S OFFICE
 555 E WASHINGTON AVE STE 4300
 LAS VEGAS NV 89101-1071
PHONE: 702/486-3810 or 702/486-3856
FAX: 702/486-3813

All sections are mandatory and require completion. IRS Form W-9 will not be accepted in lieu of this form.

1. NAME For proprietorship, provide proprietor's name in first box and DBA in second box.

Legal Business Name, Proprietor's Name or Individual's Name	Doing Business As (DBA)
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2. ADDRESS/CONTACT INFORMATION

Address A – Physical address of <input type="checkbox"/> Company Headquarters <input type="checkbox"/> Individual's Residence Is this a US Post Office deliverable address? <input type="checkbox"/> Yes <input type="checkbox"/> No			Address B <input type="checkbox"/> Additional Remittance – PO Box, Lockbox or another physical location.		
Address			Address		
Address			Address		
City	State	Zip Code	City	State	Zip Code
E-mail Address			E-mail Address		
Phone Number	Fax Number		Phone Number	Fax Number	
Primary Contact			Primary Contact		

3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN) Check only one organization type and supply the applicable Social Security Number (SSN) or Employee Identification Number (EIN). For proprietorship, provide SSN or EIN, not both.

<input type="checkbox"/> Individual (SSN) <input type="checkbox"/> Sole Proprietorship (SSN or EIN) <input type="checkbox"/> Partnership (EIN) <input type="checkbox"/> Corporation (EIN) <input type="checkbox"/> Government (EIN) <input type="checkbox"/> Tax Exempt/Nonprofit (EIN) <input type="checkbox"/> Trust/estate (SSN or EIN)	<input type="checkbox"/> LLC tax classification: <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	SSN Name associated with SSN: EIN New TIN? <input type="checkbox"/> No <input type="checkbox"/> Yes – Provide previous TIN & effective date. Previous TIN: _____ Date: _____
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OTHER INFORMATION Check all that apply.

<input type="checkbox"/> Doctor or Medical Facility	<input type="checkbox"/> In-State (Nevada)	<input type="checkbox"/> Nevada Business License Number:
<input type="checkbox"/> Attorney or Legal Facility	<input type="checkbox"/> DBE Certificate #:	

4. ELECTRONIC FUNDS TRANSFER Per NRS 227, payment to all payees of the State of Nevada will be electronic.

Complete the following information **AND** provide a copy of a voided imprinted check for the account. If there are no checks for the account, restate the bank information on company letterhead. Individuals may provide a signed letter. A **deposit slip will not be accepted**. For a savings account, provide a signed letter with the bank information. Information on this form and the support documentation **must match**. Allow 10 working days for activation.

The information is for address <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> Both		
Bank Name	Bank Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Provide an e-mail address for receiving Direct Deposit Remittance Advices.
Transit Routing Number	Bank Account Number	

☐ Do not have a bank account.

5. IRS FORM W-9 CERTIFICATION AND SIGNATURE

Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
3. I am a U.S. citizen or other U.S. person (as defined by IRS Form W-9 rev January 2011).		
Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.		
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature	Print Name & Title of Person Signing Form	Date

FOR STATE CONTROLLER'S OFFICE USE ONLY		Name of State agency contact & phone number:
Primary 1099 Vendor <input type="checkbox"/>	1099 Indicator <input type="checkbox"/> Yes <input type="checkbox"/> No	
Entered By	Date	Comments

Registration Instructions

General Instructions:

1. The substitute IRS Form W-9 is for the use of United States entities only. Non-US entities must submit an IRS Form W-8.
2. Type or legibly print all information except for signature.
3. All sections are mandatory and require completion.

Specific Information:

1. NAME

- a. Partnership, Corporation, Government or Nonprofit – Enter legal business name as registered with the Internal Revenue Service (IRS) in first box. If the company operates under another name, provide it in the second box.
- b. Proprietorship – Enter the proprietor's name in the first box and the business name (DBA) in the second box.
- c. Individual – Name must be as registered with the Social Security Administration (SSA) for the Social Security number (SSN) listed in Section 3.

2. ADDRESS/CONTACT INFORMATION

- a. Address A – *If the address is non-deliverable by the United States Postal Service, complete both Address A and B sections.*
Company – Provide physical location of company headquarters.
Individual – Provide physical location of residence.
E-mail – Provide complete e-mail address when available.
Telephone Number – Include area code.
Fax Number – Include area code.
Primary Contact – Person (and phone number or extension) to be contacted for payment-related questions or issues.
- b. Address B – Provide additional remittance address and related information when appropriate.

3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)

- a. Individual – A person that has no association with a business.
- b. Proprietorship – A business owned by one person.
- c. Partnership – A business with more than one owner and not a corporation.
- d. Corporation – A business that may have many owners with each owner liable only for the amount of his investment in the business.
- e. LLC – Limited Liability Company. **Must mark appropriate classification – disregarded entity, partnership or corporation.**
- f. Government – The federal government, a state or local government, or instrumentality, agency, or subdivision thereof.
- g. Tax Exempt/Nonprofit – Organization exempt from federal income tax under section 501(a) or 501(c)(3) of the Internal Revenue Code.
- h. Doctor or Medical Facility – Person or facility related to practice of medicine.
- i. Attorney or Legal Facility – Person or facility related to practice of law.
- j. In-state – Nevada entity.
- k. Disadvantaged Business Enterprise (DBE) – A small business enterprise that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals. **Provide certification number.** See <http://www.nevadadbe.com> for certification information.
- l. Nevada Business License number – Current NV business license number which was issued by the NV Secretary of State.
- m. The Taxpayer Identification Number (TIN) is always a 9-digit number. It will be a Social Security Number (SSN) assigned to an individual by the SSA or an Employer Identification Number (EIN) assigned to a business or other entity by the IRS.
Per the IRS, use the owner's social security number for a proprietorship.

4. ELECTRONIC FUNDS TRANSFER

Per NRS 227, payment to all payees of the State of Nevada will be electronic. Provide a copy of a voided imprinted check or restate bank information on letterhead. **A deposit slip will not be accepted.** Information on this form and the support documentation **must match.**

- a. Bank Name – The name of the bank where account is held.
- b. Bank Account Type – Indicate whether the account is checking or savings.
- c. Transit Routing Number – Enter the 9-digit Transit Routing Number.
- d. Bank Account Number – Enter bank account number.
- e. Direct Deposit Remittance Advice – Direct Deposit Remittance Advices are sent via e-mail when possible. Companies should provide an address that will not change, i.e. accounting@business.com.

5. IRS FORM W-9 CERTIFICATION AND SIGNATURE

- a. The Certification is copied from IRS Form W-9 (rev. January 2011). See IRS Form W-9 for further information.
- b. The Signature should be provided by the individual, owner, officer, legal representative or other authorized person of the entity listed on the form.
- c. Print the name and title, when applicable, of the person signing the form.
- d. Enter the date the form was signed. Forms over three years old will not be processed.

Do not complete any remaining areas. They are for State of Nevada use only.

Mail or Fax signed form to:

NEVADA STATE CONTROLLER'S OFFICE
555 E WASHINGTON AVE STE 4300
LAS VEGAS NV 89101-1071
Fax: 702/486-3813

Sending to any other location will delay processing.

Questions can be directed to 702/486-3810 or 702/486-3856 or e-mailed to vendordesk@controller.state.nv.us.

**This form is to be used if the awarded vendor is a sole proprietor and rejects the State's requirement of
Workers Compensation.**

Contact Risk Management for assistance at (775) 687-3188.

DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT

AFFIDAVIT OF REJECTION OF INDUSTRIAL INSURANCE COVERAGE

STATE OF _____)
) ss.
_____ COUNTY)

I, _____, being first duly sworn, depose and state as follows under penalty of perjury, and by my initials on each paragraph, I certify that I have read and understand each paragraph.

1. I make this affidavit for the purpose of rejecting industrial insurance coverage, pursuant to NRS 616B.627 and NRS 617.210, in connection with entering into a Contract with the State of Nevada or political subdivision of the State of Nevada. After reviewing those statutes and the definitions of "sole proprietor" in NRS 616A.310 and NRS 617.145, I believe I qualify to reject industrial insurance coverage, and I covenant that I will not knowingly do anything that would disqualify me from rejecting industrial insurance under those statutes, without first withdrawing this Affidavit of Rejection and obtaining all statutorily required industrial insurance coverage. _____

2. I am a sole proprietor, as defined by NRS 616A.310 and NRS 617.145, who will not use the services of any employees, subcontractors, or independent contractors in the performance of this Contract with the State of Nevada. _____

3. In accordance with the provisions of NRS 616B.659, I have elected to reject the industrial insurance terms, conditions, and provisions of NRS Chapters 616A to 616D inclusive. By doing so I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation coverage pursuant to Nevada law or the laws of any other state where I have waived coverage. _____

4. In accordance with the provisions of NRS 617.225, I have elected to reject the workers' compensation terms, conditions, and the provisions of NRS Chapter 617 as it relates to occupational diseases. By doing so, I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation or occupational disease benefits pursuant to Nevada law or the laws of any other state where I have waived coverage. _____

5. I acknowledge that the State of Nevada will not be considered to be my employer or the employer of my employees, subcontractors or independent contractors, if any; and that the State of Nevada is not liable as a principal contractor to me or my employees, subcontractors or independent contractors for any compensation or other damages as a result of an industrial injury or occupational disease incurred

in the performance of this Contract. _____

6. I acknowledge that by signing this waiver I am not eligible for any workers' compensation or occupational disease benefits that I may be otherwise eligible, in the performance of this Contract. I acknowledge that should I incur any industrial injury or occupational disease in the performance of this Contract that I will be responsible for any costs, including medical, disability and rehabilitation benefits that I may incur. _____

7. Prior to executing this affidavit, I have had a full and fair opportunity to answer any questions I may have had regarding industrial insurance or occupational disease benefits and liabilities under Nevada law, including the opportunity to consult with counsel of my choice, and this Waiver is made with full knowledge of any liabilities that may incur. _____

8. I have read the provisions of NRS Chapters 616A to 616D, inclusive, and NRS Chapter 617 and I am otherwise in compliance with the terms, conditions and provisions thereof. _____

9. I, _____, do hereby swear under penalty of perjury that the assertions of this affidavit are true. _____

NAME

SUBSCRIBED and SWORN to before me

by _____

this ____ day of _____ 20____.

Notary Public, in and for said
County and State

DEFINITIONS
OF THE
SIXTEEN APPROPRIATE EARLY INTERVENTION SERVICES
PER FEDERAL REGULATIONS

Note: TCPT indicates the CPT code to be used for EI Services

01. ASSISTIVE TECHNOLOGY SERVICES:

Assistive Technology Services means a service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

Assistive Technology Services include:

- *the evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment;
(TCPT: 01001)

- *purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;
(TCPT: 01002)

- *selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
(TCPT: 01003)

- *coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
(TCPT: 01004)

- *training or technical assistance for a child with disabilities, or, if appropriate, that child's family; and
(TCPT: 01005)

- *training or technical assistance for professionals (including individuals providing early intervention services), or other individuals who provide services to or are otherwise substantially involved in the major life functions of individuals with disabilities.
(TCPT: 01006)

ASSISTIVE TECHNOLOGY DEVICES:

Assistive Technology Device means any item, piece of equipment, or product systems, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of children with disabilities.

02. AUDIOLOGY SERVICES:

Audiology includes:

*Identification of children with auditory impairment, using at risk criteria and appropriate audiologic screening techniques; (TCPT: 02001)

*Determination of the range, nature, and degree of hearing loss and communication functions, by use of audiological evaluation procedures; (TCPT: 02002)

*Referral for medical and other services necessary for the habilitation or rehabilitation of children with auditory impairment; (TCPT: 02003)

*Provision of auditory training, aural rehabilitation, speech reading and listening device orientation and training, and other services; (TCPT: 02004)

*Provision of services for prevention of hearing loss; (TCPT: 02005)

*Determination of the child's need for individual amplification, including selecting, fitting, and dispensing appropriate listening and vibrotactile devices, and evaluating the effectiveness of those devices. (TCPT: 02006)

03. FAMILY TRAINING, COUNSELING, AND HOME VISITS:

Family Training, Counseling, and Home Visits means services provided, as appropriate, by social workers, psychologists, and other qualified personnel to assist the family of a child eligible under this part in understanding the special needs of the child and enhancing the child's development.

* Family training (TCPT: 03001)

* Counseling (TCPT: 03002)

* Home visits (TCPT: 03003)

04. HEALTH SERVICES:

Health Services means services necessary to enable a child to benefit from the other early intervention services under this part during the time that the child is receiving the other early intervention services.

The term includes:

*Such services as clean intermittent catheterization, tracheostomy care, tube feeding, the changing of dressings or colostomy collection bags, and other health services; and (TCPT: 04001)

*Consultation by physicians with other service providers concerning the special health care needs of eligible children that will need to be addressed in the course of providing other early intervention services. (TCPT: 04002)

THE TERM DOES NOT INCLUDE THE FOLLOWING:

Services that are--

*Surgical in nature (such as cleft palate surgery, surgery for club foot, or the shunting of hydrocephalus); or

*Purely medical in nature (such as hospitalization for management of congenital heart ailments, or the prescribing of medicine or drugs for any purpose).

*Devices necessary to control or treat a medical condition.

*Medical-health services (such as immunizations and regular well baby care) that are routinely recommended for all children.

05. MEDICAL SERVICES:

Medical Services only for DIAGNOSTIC OR EVALUATION PURPOSES means services provided by a licensed physician to determine a child's developmental status and need for early intervention services.

* Diagnostic purposes (TCPT: 05001)

* Evaluation purposes (TCPT: 05002)

06. NURSING SERVICES:

Nursing Services includes:

*The assessment of health status for the purpose of providing nursing care, including the identification of patterns of human response to actual or potential health problems; (TCPT: 06001)

*Provision of nursing care to prevent health problems, restore or improve functioning, and promote optimal health and development; and (TCPT: 06002)

*Administration of medications, treatments, and regimens prescribed by a licensed physician. (TCPT: 06003)

07. NUTRITION SERVICES:

Nutrition Services includes:

*Conducting individual assessments in:

*Nutritional history and dietary intake;

*Anthropometric, biochemical, and clinical variables;

*Feeding skills and feeding problems; and

*Food habits and food preferences.

(TCPT: 07001)

*Developing and monitoring appropriate plans to address the nutritional needs of children eligible under this part, based on the findings of the individual nutritional assessment. (TCPT: 07002)

*Making referrals to appropriate community resources to carry out nutritional goals. (TCPT: 07003)

08. OCCUPATIONAL THERAPY:

Occupational Therapy includes services to address the functional needs of a child related to adaptive development, adaptive behavior and play, and sensory, motor, and postural development. These services are designed to improve the child's functional ability to perform tasks in home, school, and community settings, and include--

*Identification, assessment and intervention; (TCPT: 08001)

*Adaptation of the environment, and selection, design and fabrication of assistive and orthotic devices to facilitate development and promote the acquisition of functional skills; and (TCPT: 08002)

*Prevention or minimization of the impact of initial or future impairment, delay in development, or loss of functional ability. (TCPT: 08003)

09. PHYSICAL THERAPY SERVICES:

Physical therapy includes services to address the promotion of sensorimotor function through enhancement of musculo-skeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaptation. These services include:

*Screening, evaluation, and assessment of infants and toddlers to identify movement dysfunction: (TCPT: 09001)

*Obtaining, interpreting, and integrating information appropriate to program planning, to prevent, alleviate, or compensate for movement dysfunction and related functional problems; and (TCPT: 09002)

*Providing individual and group services or treatment to prevent, alleviate, or compensate for movement dysfunction and related functional problems. (TCPT: 09003)

10. PSYCHOLOGICAL SERVICES:
Psychological services includes:

- *Administering psychological and developmental tests and other assessment procedures; (TCPT: 10001)
- *Interpreting assessment results; (TCPT: 10002)
- *Obtaining, integrating, and interpreting information about child behavior, and child and family conditions related to learning, mental health, and development; and (TCPT: 10003)
- *Planning and managing a program of psychological services, including psychological counseling for children and parents, family counseling, consultation on child development, parent training, and education programs. (TCPT: 10004)

11. SERVICE COORDINATION SERVICES: (TCPT: 11000)
(This TCPT code includes all procedures under this service.)

Service Coordination Services means assistance and services provided by a service coordinator to a child eligible under this part and the child's family to receive the rights, procedural safeguards, and services that are authorized to be provided under the State's early intervention program.

Service Coordination Services includes:

- *Coordinating all services across agency lines; and
- *Serving as the single point of contact in helping parents to obtain the services and assistance they need.
- *Assisting parents of eligible children in gaining access to the early intervention services and other services identified in the IFSP;
- *Coordinating the provision of early intervention services and other services (such as medical services for other than diagnostic and evaluation purposes) that the child needs or is being provided.
- *Facilitating the timely delivery of available services; and
- *Continuously seeking the appropriate services and situations necessary to benefit the development of each child being served for the duration of the child's eligibility.
- *Coordinating the performance of evaluations and assessments;
- *Facilitating and participating in the development, review, and evaluation of IFSPs;

- *Assisting families in identifying available service providers;
- *Coordinating and monitoring the delivery of available services;
- *Informing families of the availability of advocacy Services;
- *Coordinating with medical and health providers; and
- *Facilitating the development of a transition plan to preschool services, if appropriate.

12. SOCIAL WORK SERVICES:

Social Work Services includes:

- *Making home visits to evaluate a child's living conditions and patterns of parent-child interaction; (TCPT: 12001)
- *Preparing a social or emotional developmental assessment of the child within the family context; (TCPT: 12002)
- *Providing individual and family-group counseling with parents and other family members, and appropriate social skill-building activities with the child and parents; (TCPT: 12003)
- *Working with those problems in a child's and family's living situation (home, community, and any center where early intervention services are provided) that affect the child's maximum utilization of early intervention services; and (TCPT: 12004)
- *Identifying, mobilizing, and coordinating community resources and services to enable the child and family to receive maximum benefit from early intervention services. (TCPT: 12005)

13. SPECIAL INSTRUCTION SERVICES: (TCPT: 13000)

(This TCPT code includes all procedures under this service.)
Special Instruction includes:

- *The design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction;
- *Curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP;

*Providing families with information, skills, and support related to enhancing the skill development of the child; and

*Working with the child to enhance the child's development.

14. SPEECH-LANGUAGE PATHOLOGY:

Speech-Language Pathology includes:

*Identification of children with communicative or oropharyngeal disorders and delays in development of communication skills, including the diagnosis and appraisal of specific disorders and delays in those skills; (TCPT: 14001)

*Referral for medical or other professional services necessary for the habilitation or rehabilitation of children with communicative or oropharyngeal disorders and delays in development of communication skills; and (TCPT: 14002)

*Provision of services for the habilitation, rehabilitation, or prevention of communicative or oropharyngeal disorders and delays in development of communication skills. (TCPT: 14003)

15. TRANSPORTATION AND RELATED COSTS: (TCPT: 15000)

(This TCPT code includes all procedures under this service.)

Transportation and related costs includes the cost of travel (e.g., mileage, or travel by taxi, common carrier, or other means) and other costs (e.g., tolls and parking expenses) that are necessary to enable a child eligible under this part and the child's family to receive early intervention services.

FOR EXAMPLE, if the child and family were provided transportation to an audiologist then the service should be counted under transportation, NOT audiology.

16. VISION SERVICES:

Vision Services means:

*Evaluation and assessment of visual functioning, including the diagnosis and appraisal of specific visual disorders, delays, and abilities: (TCPT: 16001)

*Referral for medical or other professional services necessary for the habilitation or rehabilitation of visual functioning disorders, or both; and (TCPT: 16002)

*Communication skills training, orientations and mobility training for all environments, visual training, independent living skills training, and additional training necessary to activate visual motor abilities. (TCPT: 16003)